

FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:30 a.m. November 25, 2008

First Floor Board Room
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Approve the minutes of the regular meeting on November 18, 2008

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

V. CONSENT PLANNING AGENDA

1. *ZON2008-00039 – Zone change from SF-5 Single-family Residential (“SF-5”) to NR Neighborhood Retail (“NR”); generally located midway between Greenwich and Webb Roads, on the north side of Harry Street. (District II)

RECOMMENDED ACTION: 1) Adopt the findings of the MAPC and approve the zone change subject to platting within one year and subject to Protective Overlay #222; withhold the publication of the ordinance until the plat is recorded; OR 2) Return the application to the MAPC for reconsideration.

2. *DED 2008-10-Dedication of a Sidewalk and Utility Easement and DED 2008-11-Dedication of Abutter’s Access Rights (Access Control) located south of 29th Street North and west of Broadway. (District VI)

RECOMMENDED ACTION: Accept the Dedications.

3. *VAC2008-00032-Request to vacate a portion of a platted setback; generally located midway between Pawnee and Harry Streets, east of 127th Street East. (District II)

RECOMMENDED ACTION: Approve the Vacation Order, and authorize the necessary signatures.

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

IX. CONSENT AIRPORT AGENDA

1. *Wichita Mid-Continent Airport - Terminal Apron Reconstruction, Phase I - Change Order.

RECOMMENDED ACTION: Approve the Change Order and authorize the necessary signatures.

2. *Mid-Continent Drive Rehabilitation and Bridge Rehabilitation over Harry Street and Crossfield Road.

RECOMMENDED ACTION: Approve the project, capital budget, and contract.

COUNCIL AGENDA

X. COUNCIL MEMBER AGENDA

1. Appointment of Municipal Judge Nominating Commission.

RECOMMENDED ACTION: Appoint members to Municipal Judge Nominating Commission and set December 5, 2008 as the deadline for applications for the Municipal Court Judge position.

XI. COUNCIL MEMBER APPOINTMENTS

- 1.

RECOMMENDED ACTION: Approve the Appointments

XII. CONSENT AGENDA

1. Report of Board of Bids and Contracts dated November 24, 2008. (See Attached)

RECOMMENDED ACTION: Receive and file report; approve Contracts; authorize necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2008</u>	<u>(Consumption off Premises)</u>
Clinton E. Davidson	Checkers K15	1915 East Pawnee Street
Michael Olderbak	Kabredlo's Inc.	2601 West L Street, Suite A
<u>Renewal</u>	<u>2008</u>	<u>(Consumption on Premises)</u>
Richard J Renollet	Wichita State University	1845 North Fairmount, Campus Box 56
	dba Rhatigan Student Center*	
Wayne R Larson	United Golf of Wichita Inc.	13420 East Pawnee
	dbaSierra Hills Golf Club*	
<u>New</u>	<u>2008</u>	<u>(Consumption off Premises)</u>
Jaspal Singh Mann	Best Retailers LLC	2950 North Ohio Street
Hisham Mubaidin	Foodmart Midwest LLC	1400 North Market
Smimtiaz Siddique	Sunrise	6327 East 13th Street

*General/Restaurant - 50% or more of gross receipts derived from sale of food.

** Tavern – less than 50% of gross revenues from sale of food.

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

3. Preliminary Estimates:

- a. Preliminary Estimates. (See Attached)

RECOMMENDED ACTION: Receive and file.

4. Consideration of Street Closures/Uses.

- a. 21st Annual Jingle Bell Run/Walk for Arthritis Saturday, December 6, 2008 9:00 am – 12:00 pm
(Districts I and VI)
Lewis Street, McLean to Water
McLean Blvd., Lincoln to Douglas

RECOMMENDED ACTION: Approve the request subject to: (1) hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department.

5. Agreements/Contracts:

- a. Wildwood Park Improvements. (District IV)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

6. Design Services Agreement:

- a. Harry from Greenwich Road to 127th Street East. (District II) - Supplemental
- b. Edge Water Addition, south of 45th Street North, west of Hoover. (District V)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

7. Change Order:

- a. 2008 Street Maintenance Program. (District I)

RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

8. Property Acquisition:

- a. Partial Acquisition of 320 East 21st Street North for the Intersection Improvement Project at 21st and Broadway. (District VI)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

9. Minutes of Advisory Boards/Commissions

Wichita Board of Appeals of Plumbers and Gas Fitters, October 1, 2008
Wichita Public Library, October 1, 2008
Wichita Historic Preservation Board, October 13, 2008
Board of Code Standards and Appeals, October 6, 2008
Arts Council, October 9, 2008
District VI Advisory Board, October 6, 2008
District I Advisory Board, October 8, 2008

RECOMMENDED ACTION: Receive and file.

10. Notice of Intent to Use Debt Financing - Mid-Continent Drive Rehabilitation and Bridge Rehabilitation over Harry Street and Crossfield Road.

RECOMMENDED ACTION: Adopt the Resolution and authorize the necessary signatures.

11. Automated Meter Reading Program.

RECOMMENDED ACTION: Approve the project expenditures for 2009, adopt the Resolution, and authorize the necessary signatures.

12. Park Lighting. (District VI)

RECOMMENDED ACTION: Approve the amended bonding resolution and authorize all necessary signatures.

13. Alice Wall Memorial Park Improvements. (District IV)

RECOMMENDED ACTION: Approve the contract and authorize the necessary signatures.

14. Second Reading Ordinances: (First Read November 18, 2008)

a. Second Reading Ordinances (See Attached)

RECOMMENDED ACTION: Adopt the Ordinances.

Adjournment

Workshop to follow

District II Advisory Board Minutes

October 6, 2008

www.wichita.gov

The District II Advisory Board meeting was held at 7:00 p.m. at the Rockwell Branch Library, 5939 E. 9th Street North. CM Schlapp was in attendance, (9) board members attended, (3) staff and approximately (2) citizen were in attendance. Only those individuals who signed in are listed as guests below.

Members Present

Joe Johnson
Max Weddle
David Mollhagen
Daryl Crotts
Sarah Devries
Phil Ryan
Tim Goodpasture
Brian Carduff
Nick Pompeo

Aaron Mayes
Marty Weeks
Larry Frutiger
Allison Wegner – Youth Member

Staff Present

Antione Sherfield- Neighborhood Assistant
Wichita Fire Department – Station No. 9
Officer Lowe-Wichita Police Department
Bradd Snapp – Housing Department
Darren Moore- WPD

Guests

Listed below

Members Absent

ORDER OF BUSINESS

CALL TO ORDER

The meeting was called to order at 7:00 p.m. DAB members did introductions. CM Schlapp welcomed everyone and explained how the DAB meeting is conducted. She advised that Chairman Joe Johnson runs the meeting as she likes to get feedback from her board on issues brought before them and feels that this is the best manner to receive that information.

APPROVAL OF MINUTES AND AGENDA

- September minutes approved (9-0)
- October agenda approved (9-0)

PUBLIC AGENDA

1. Off-Agenda Items

No items submitted.

2. Overview of the WPD Professional Standards Bureau

Darren Moore, Captain/Commander, provided information on how to file a complaint or compliment in reference to the actions of the WPD employees. Mr. Moore stated that he works directly under the Chief of Police and is responsible for administrative investigations. The major function of the office is to conduct investigations in relation to reports of Officer mis-conduct. Investigations are conducted very similar to criminal cases. One of the goals of the Professional Standards Bureau this year was to present information at all DAB's and provide presentations at Neighborhood Association meetings. Mr. Moore also stated that the office is also attempting to encourage citizens to provide input to the office especially when Officers are doing a good job in the field.

Lastly, Mr. Moore detailed how to file a complaint/compliment. You can make reports at any local sub-station, call the office direct, email the office, or send a letter to the office.

Darryl Crotts, DAB Member, asked how the Board was made up.

Mr. Moore, stated that the Board is made up of four commissioned members and one clerical person.

Recommended Action: Receive and file

STAFF REPORT

3. Community Police Report

Officer Lowe, provided information pertaining to current crime trends in District II. Officer Lowe stated they are on the watch for mail theft as the Holiday season is approaching. He encouraged as this activity will pickup in December. He stated that there have been 203 auto thefts in Beat 39 alone. The most thefts are occurring within the parameters of Central/13th Street and Woodlawn/ Webb Road. He stated that logos and loud systems draw a lot of attention to vehicles. He reported that burglaries are down overall but reminded everyone to keep garages shut when not using space.

Recommended Action: Receive and file

4. Community Fire Report

Fire Station No. 09, provided information pertaining to Fire Service calls in District II. The report stated that out of (23) fires investigated, only (1) was in District II. The fire investigated was at the J.C. Penny's Department Store located inside the Towne East Mall. The cause of the fire was a sump pump in the elevator that shorted out. The most of the damage was to a storage area in the store. The Department had to ship a lot of clothing off due the smoke involved. The report also stated that citywide they will have at least 50,000 alarms this year and 70% of them will be medical.

CM Schlapp thanked Fire Station No. 09 for the report and applauded the fine work the Wichita Fire Department does for our community.

5. **CON2008-00040**

Dale Miller, Planning Department, provided information in reference to a City Conditional Use to allow ancillary parking on property zoned SF-5 Single-family Residential. The application area is the north 20 feet of Reserve B of The Fountains Second Addition located approximately 237 feet south of east Central Avenue, east of Dowell Street, and contains approximately 3,740 square feet. The site is zoned SF-5 Single-family Residential (“SF-5”), however the applicant is seeking a Conditional Use to permit “ancillary parking” for eight spaces to support a proposed retail center zoned LC Limited Commercial (“LC”) on the land located immediately north of the subject site. A site plan is attached for reference. The subject site is part of a much larger reserve that was platted in 1996. Use of the reserve is restricted to: drainage, sidewalks, utilities, landscaping, playground and/or recreational improvements; therefore a companion case to this conditional use application (VAC2008-00029) has been filed to remove the site from Reserve B and its use limitations. The Subdivision Committee is scheduled to hear the vacation request on September 18, 2008. If approved, the northern and most westerly end of Reserve B will be reduced from a width of approximately 46 feet to approximately 26 feet. At this location, there is a residential lot, developed with a home that abuts the reserve’s southern border.

An existing screening wall is located south of the proposed parking area, and the site plan proposes to retain the wall. Landscaping per code is also proposed. A dumpster, screened per code, is also shown within the application area. The site plan does not indicate if there will be light standards in the proposed parking area or if the lighting will be light packs attached to the building.

CASE HISTORY: The Fountains Second Addition was approved by the Wichita City Council on September 25, 1996.

ADJACENT ZONING AND LAND USE:

NORTH: LC Limited Commercial
SOUTH: SF-5 Single-family Residential
EAST: LC Limited Commercial
WEST: SF-5 Single-family Residential

Recommended Action: The **DAB** voted (9-0) in favor to **APPROVE** the request.

6. **ZON2008-00039**

Dale Miller, Planning Department presented information in reference to zoning request change from SF-5 Single-family (“SF-5”) Residential to NR Neighborhood Retail (“NR”).

The applicant is seeking NR Neighborhood Retail (“NR”) zoning for 1.42, unplatted acres. The site is zoned SF-5 Single-family Residential (“SF-5”), and developed with what appears

to be a vacant residence. The site has 174.3 feet of frontage along Harry Street and a long strip on its north side that extends behind the entire north side of the abutting western property.

Property to the east is zoned SF-5 and is developed as an electrical/utility substation. Further east of the site are single-family residences (built 2004 and 2007) and a vacant lot, all zoned SF-5. A tract that is partially developed with LC Limited Commercial (“LC”) subject to CUP (DP-265), and undeveloped LC property finishes out the development pattern located to the east, up to the Webb Road intersection with Harry Street. Properties located north of the site are zoned SF-5, and are part of a partially developed single-family residential subdivision; Crystal Creek Addition, recorded 8-20, 2003. Reserve C of the Crystal Creek Addition abuts the north side of the site. Properties located south of the site, across Harry Street, are developed as SF-5 zoned single-family residential subdivisions; Smithmoor 1st Addition, 9-23-1986 and the Huntcrest 2nd Addition, 10-22-1982. West of the site the abutting and adjacent properties have been rezoned to NR with a Protective Overlay (ZON2008-15, PO-211) and GO General Office (“GO”) with a PO (ZON2001-18, PO-94). Both PO’s provide use and design standards that are compatible to the established abutting and adjacent single-family residential neighborhoods. The development trend on the north side of Harry Street, between Greenwich and Webb Roads has been, and continues to be, a transition from residential uses to office and retail uses.

CASE HISTORY: None

ADJACENT ZONING AND LAND USE:

NORTH:	SF-5	Single-family residences
SOUTH:	SF-5	Single-family residences
EAST:	SF-5	Utility substation, single-family residences, vacant land
WEST:	NR, (GO)	Vacant single-family residence, church

Recommended Action: The **DAB** voted (9-0) in favor to **APPROVE** the request.

7. USD 259 BOND ISSUE BRIEFING

Connie Dietz, Board of Education and Sarah Olson, School Board Volunteer, presented information pertaining to USD 259 Bond Campaign.

Connie Dietz, stated that the new proposed Bond Campaign is designed to reduce class sizes and will address overcrowding and growth in key areas of our community. The plan will build 60 safe room storm shelters in instructional space additions. It supports the end to forced busing by providing equitable facilities in the AAA area. This plan will also upgrade technical education programs, renovate aging buildings, unsafe physical education fields, and athletic and fine arts facilities.

Connie also pointed out that the 2000 Bond Issue did not address all critical needs. The community committee that built the current plan identified these needs as most important for Wichita students right now. The need will intensify for new schools to accommodate growth in the Northeast and Southeast Wichita. The State will pay 25% of this bond is

passed on November 4th. Lastly, she stated that this campaign will produce smaller classes, make our children safer, and created economic vitality for the future of our community.

Sarah Olson, School Board Volunteer, stated that there is a major need for additional schools especially in Northeast and Southeast Wichita. She also spoke about the need for improved athletic facilities. She stated that a lot of kids are not necessarily focused on Algebra or English but sometimes sports create a hunger in a kid to do well in academics. She also stated that these facilities will be used throughout the day, not just for athletic events. If the bond is approved, we will still have the second lowest mill levy in the state of Kansas.

DAB Member, Max Weddle, applauded the District's Attorney for his presentation in regard to the relationship between a T.I.F. District financing and the School District. He stated that it was so good that he watched it twice.

DAB Member, Tim Goodpasture, stated that this is definitely a community development issue and if you want to see this community thrive and do well this is critical whether you have kids in the District or not.

DAB Member, Phillip Ryan, stated that the arguments are great and he is hopeful the message gets out to everyone.

DAB Member, Brian Carduff, stated that the passing of the bond is critical to keeping young professionals in Wichita and will draw individuals to our City also.

Chairman Joe Johnson, stated that there has been overwhelming growth over the last 10 years in Northeast and Southeast Wichita. This proposal will reduce the class size of our students.

CM Schlapp thanked the presenters for their time and commitment toward this project.

8. Consolidated Plan Priority Needs

Brad Snapp, Assistant Director, Housing Department presented information pertaining to the Consolidated Plan Priority Needs for the next five years.

Wichita is recognized as an "entitlement" city by the U.S. Department of Housing and Urban Development (HUD). This is based on a federal formula which looks at total population, the number of persons below the poverty level, the number of overcrowded housing units, the age of housing and the population growth lag.

As a result of our "entitlement" status, we receive annual allocations for the following programs based on the formula results and available funds: Community Development Block Grant (CDBG); HOME Investment Partnerships Program (HOME); American Dream Downpayment Initiative (ADDI); and Emergency Shelter Grant Program (ESG). The amount of the allocations is determined by the budget adopted by Congress in any given year.

Analysis: In order to be eligible to receive CDBG, HOME, ADDI and ESG as an “entitlement” city, the City must have a five year Consolidated Plan. The current 2004-2008 Consolidated Plan will expire on June 30, 2009 and in order to continue to receive these funds, a new Plan must be approved by HUD and in place by then. The purpose of the plan to establish the community’s goals and provide a framework for evaluating funding requests. One of the required components of the plan is the establishment of community priority needs. In order to establish the priority needs, the City must seek input from a variety of stakeholders. Focus should be on areas of need which are eligible for federal funding. Because federal funds are being reduced every year, it is critical that the community priority needs be established, in order to provide guidance in funding decisions.

Financial Considerations: In the current year, just over \$4M was allocated to Wichita from all four sources.

Goal Impact: Expenditure of CDBG, HOME, ADDI and ESG funds have the potential to impact Safe & Secure Community, Economic Vitality & Affordable Living, Efficient Infrastructure, Quality of Life and Core Area & Neighborhoods goals.

Legal Considerations: HUD has established the criteria for development of the Consolidated Plan.

Recommended Action: Receive and file

With no further business, the meeting was adjourned at 8:35 p.m. The next DAB II Meeting will be October Nov. 3, 2008.

Respectfully Submitted,
Antione Sherfield, Neighborhood Assistant

Guest

Connie Deitz
Sarah Olson
Ken Olson

EXCERPT OF OCTOBER 9, 2008 MAPC HEARING

Case No.: ZON2008-39 – Estate of Lela Vireinia Tanner (Dale Tanner) / Mark Savoy Request
City zone change from SF-5 Single-family Residential to NR Neighborhood Retail on property described as:

Beginning 250 feet East of the Southwest corner of the Southeast Quarter, thence East 174.3 feet, thence North 290 feet, thence West 174.3 feet to the point of beginning, Sectuib 28, Township 27 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas.

AND

The North 51.33 Feet of the South 341.33 feet of the West 424.3 feet of the Southeast Quarter of Section 28, Township 27 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas
Generally located 2,900 feet east of S. Webb Rd. and north of Harry (10414 E. Harry).

BACKGROUND: The applicant is seeking NR Neighborhood Retail (“NR”) zoning for 1.42, unplatted acres. The site is zoned SF-5 Single-family Residential (“SF-5”), and developed with what appears to be a vacant residence. The site has 174.3 feet of frontage along Harry Street and a long strip on its north side that extends behind the entire north side of the abutting western property.

Property to the east is zoned SF-5 and is developed as an electrical/utility substation. Further east of the site are single-family residences (built 2004 and 2007) and a vacant lot, all zoned SF-5. A tract that is partially developed with LC Limited Commercial (“LC”) subject to CUP (DP-265), and undeveloped LC property finishes out the development pattern located to the east, up to the Webb Road intersection with Harry Street. Properties located north of the site are zoned SF-5, and are part of a partially developed single-family residential subdivision; Crystal Creek Addition, recorded 8-20, 2003. Reserve C of the Crystal Creek Addition abuts the north side of the site. Properties located south of the site, across Harry Street, are developed as SF-5 zoned single-family residential subdivisions; Smithmoor 1st Addition, 9-23-1986 and the Huntcrest 2nd Addition, 10-22-1982. West of the site the abutting and adjacent properties have been rezoned to NR with a Protective Overlay (ZON2008-15, PO-211) and GO General Office (“GO”) with a PO (ZON2001-18, PO-94). Both PO’s provide use and design standards that are compatible to the established abutting and adjacent single-family residential neighborhoods. The development trend on the north side of Harry Street, between Rock and Webb Roads has been, and continues to be, a transition from residential uses to office and retail uses.

CASE HISTORY: None

ADJACENT ZONING AND LAND USE:

NORTH:	SF-5	Single-family residences
SOUTH:	SF-5	Single-family residences
EAST:	SF-5	Utility substation, single-family residences, vacant land
WEST:	NR, GO	Vacant single-family residence, church

PUBLIC SERVICES: Harry Street is classified as four-lane arterial. The current standard for this type of arterial is 60 feet of half-street right-of-way (ROW). The site’s Harry frontage has only 40 feet of half-street ROW; at the time of platting ROW will be requested to the minimum standards. All other municipal services are available or can be extended.

CONFORMANCE TO PLANS/POLICIES: The “2030 Wichita Functional Land Use Guide” map depicts this site as appropriate for “urban residential” uses. The development trend on the north side of

Harry Street, between Rock and Webb Roads, has been and continues to be, a conversion from residential uses to office and retail uses. The most recent example of this trend is the rezoning of the abutting western property from SF-5 to NR subject to a PO (ZON2008-15, PO-211), which makes the requested NR zoning for this site an appropriate request. Staff recommends the same provisions of PO-211 (referenced above) for this site, to ensure it is a compatible use for the abutting and adjacent, established single-family residential neighborhoods. Commercial Location Guideline Number 1 contained in *The Wichita-Sedgwick County Comprehensive Plan* states that commercial sites should be encouraged to locate near arterial streets or major thoroughfares that provide needed ingress and egress in order to avoid traffic congestion. The proposed NR zoning meets the previously referenced criteria. Guideline Number 3 states that commercial sites should have site design features that limit noise, lighting and other aspects of commercial activity that may adversely impact surrounding residential land uses. The proposed NR zoning with the recommended PO meets the second criteria. Guideline Number 4 states that commercial uses should be located in compact clusters or nodes versus extending strip developments. The north side of Harry Street, between Rock and Webb Roads is close to being completely converted from residential uses to retail and office uses.

RECOMMENDATION: Based upon information available prior to the public hearing, planning staff recommends that the request NR zoning be APPROVED, subject to platting within one year and the following provisions of PO-222:

1. The following uses shall not be permitted: group residence, limited; group residence, general; correctional placement residence, limited; correctional placement residence, general; and hotel or motel.
2. Residential development shall be limited to a maximum density of 17.4 dwelling units per acre.
3. Buildings shall be limited to a maximum height of 45 feet.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The property is located at a mid-mile location with frontage on an arterial street. The development trend on the north side of Harry Street, between Rock and Webb Roads, has been and continues to be a conversion from residential uses to retail and office uses, including the recent NR zoning of the abutting western property; ZON2008-15, PO-211. Established single-family residences are adjacent to the south, across Harry Street, and abutt the north side of the site.
2. The suitability of the subject property for the uses to which it has been restricted: The site is zoned SF-5 and the site could continue to be used as a single-family residence. The site's location on a four-lane arterial makes it less attractive for residential use and the recent rezoning of abutting and adjacent single-family properties contribute to making the site less attractive for use as single-family residence. The location of a utility substation on the east side of the site also makes it less attractive for use as a single-family residence.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: The requested NR zoning coupled with the staff's recommended PO and platting requirement are the same zoning, use restrictions and platting requirement that were placed on the property abutting the west side of the site; this reflects the development trend of the transition from residential uses to office and retail uses on the north side of Harry Street. The provisions of the PO and the platting requirement will minimize negative impact on abutting and adjacent single-family neighborhoods.

4. Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant: Denial presumably could cause the applicant a relative economic loss. Approval would introduce small retail or office uses that could be used by the residences in the immediate vicinity of the application area.
5. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The adopted plan depicts this area as appropriate for residential uses, not commercial or office uses. However, the development trend on the north side of Harry Street, between Rock and Webb Roads, has been and continues to be the conversion from residential uses to office and retail uses. The north side of Harry, between Rock and Webb is close to being completely converted from residential uses to retail and office uses.
6. Impact of the proposed development on community facilities: NR uses would increase the average daily traffic volume generated by this site; however community facilities are in place to accommodate anticipated uses.

DALE MILLER, Planning Staff presented the Staff Report.

MOTION: To approve subject to staff recommendation.

JOHNSON moved, **HENTZEN** seconded the motion, and it carried (10-0).

City of Wichita
City Council Meeting
November 25, 2008

TO: Mayor and City Council

SUBJECT: ZON2008-00039 – Zone change from SF-5 Single-family Residential (“SF-5”) to NR Neighborhood Retail (“NR”); generally located midway between Greenwich and Webb Roads, on the north side of Harry Street. (District II)

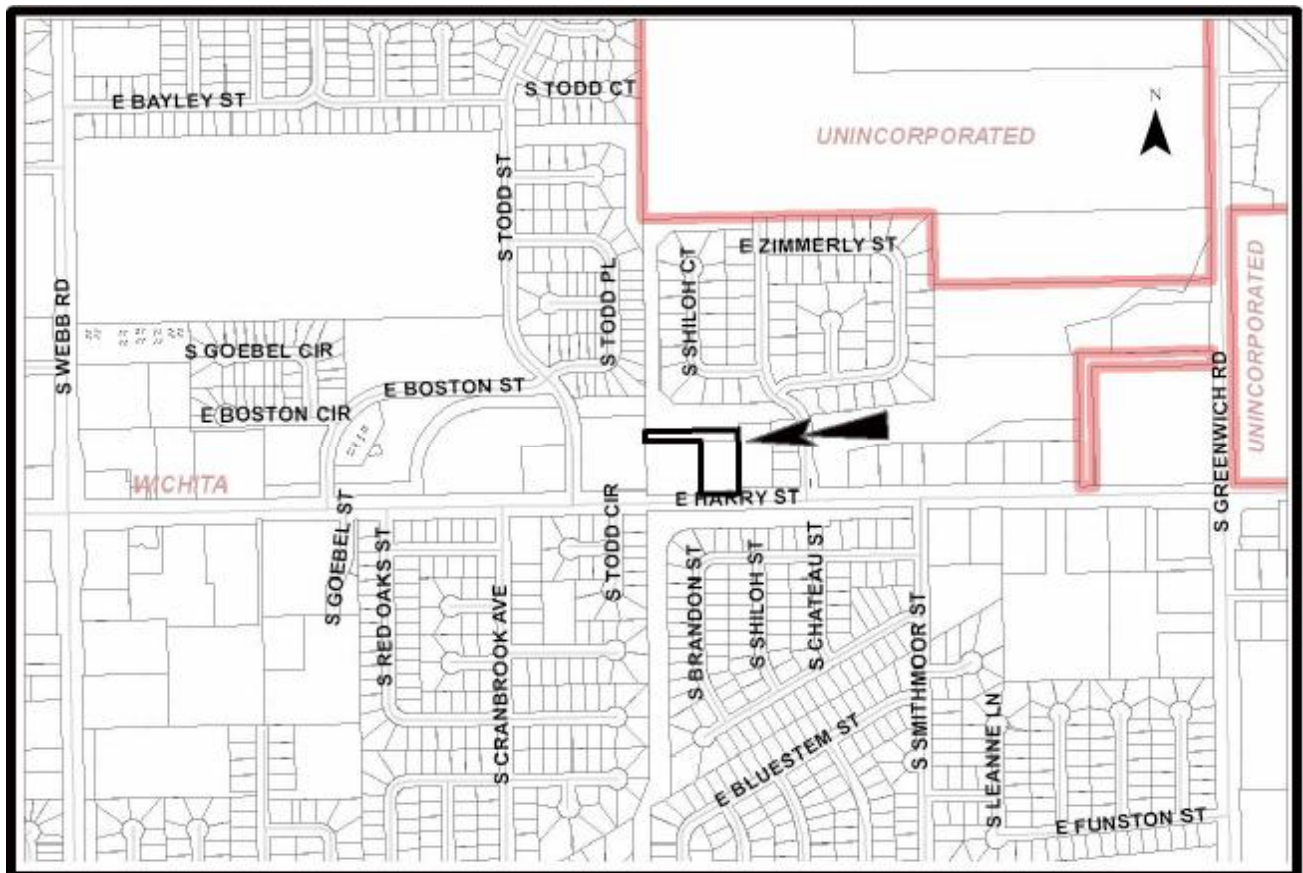
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendations: Approve, subject to platting within one year and the provisions of Protective Overlay #222 (10-0).

MAPD Staff Recommendations: Approve, subject to platting within one year and the provisions of Protective Overlay #222.

DAB Recommendations: Approve, subject to platting within one year and the provisions of Protective Overlay #222 (9-0).



Background: The applicant is seeking NR Neighborhood Retail (“NR”) zoning for 1.42 unplatted acres. The site is currently zoned SF-5 Single-family Residential (“SF-5”) and is developed with what appears to be a vacant residence. The site has 174.3 feet of frontage along Harry Street and has a long strip/finger on its north side that extends behind the entire north side of the abutting western property.

The abutting property to the east is zoned SF-5 and is developed as an electrical/utility substation. Further east of the site are single-family residences (built 2004 and 2007) and a vacant lot, all zoned SF-5. Other properties located further east include a partially developed LC Limited Commercial (“LC”) zoned property with a CUP (DP-265) overlay and undeveloped LC properties up to the Greenwich Road and Harry Street intersection. Properties located north of the site are zoned SF-5 and are part of a partially developed single-family residential subdivision (Crystal Creek Addition, recorded on August 20, 2003). Reserve C of the Crystal Creek Addition abuts the north side of the site. Properties located south of the site, across Harry Street, are developed as SF-5 zoned single-family residential subdivisions (Smithmoor 1st Addition, recorded on September 23, 1986 and the Huntcrest 2nd Addition, recorded on October 22, 1982). West of the site, the abutting and adjacent properties have been rezoned to NR with a Protective Overlay (ZON2008-15, PO-211) and GO General Office (“GO”) with a PO (ZON2001-18, PO-94). Both PO’s provide use and design standards that are compatible to the established abutting and adjacent single-family residential neighborhoods. The development trend on the north side of Harry Street, between Greenwich and Webb Roads, has been, and continues to be, a transition from residential uses to office and retail uses.

Analysis: The MAPC considered ZON2008-39 at their October 9, 2008 meeting and unanimously approved the request (10-0), per staff’s recommendation with the provisions of the Protective Overlay. No citizens spoke at the MAPC meeting, and there have been no protests filed.

DAB II considered the ZON2008-39 at their October 6, 2008 meeting and unanimously approved (9-0), per the staff’s recommendation with the provisions of the Protective Overlay. No citizens spoke at the DAB meeting.

The recommended provisions of Protective Overlay #222 are as follows:

- (1) Plat the property within one (1) year of approval by the governing body.
- (2) The following uses shall not be permitted: group residence, limited; group residence, general; correctional placement residence, limited; correctional placement residence, general; and hotel or motel.
- (3) Residential development shall be limited to a maximum density of 17.4 dwelling units per acre.
- (4) Buildings shall be limited to a maximum height of 45 feet.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality and Affordable Living.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Adopt the findings of the MAPC and approve the zone change subject to platting within one year and subject to Protective Overlay #222; withhold the publication of the ordinance until the plat is recorded; or
2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

ORDINANCE NO. 48-123

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2008-00039

Zone change from SF-5 Single-family Residential ("SF-5") to NR Neighborhood Retail ("NR") subject to the provisions of Protective Overlay #222 on property described as:

Beginning 250 feet East of the Southwest corner of the Southeast Quarter, thence East 174.3 feet, thence North 290 feet, thence West 174.3 feet to the point of beginning, Sectuib 28, Township 27 South, Range 2 East of the 6th P.M., Wichita, Sedgwick County, Kansas.

AND

The North 51.33 Feet of the South 341.33 feet of the West 424.3 feet of the Southeast Quarter of Section 28, Township 27 South, Range 2 East of the 6th P.M., Wichita, Sedgwick County, Kansas; generally located on the southeast corner of Ridge Road and University Avenue.

SUBJECT TO PLATTING WITHIN A YEAR OF APPROVAL BY THE GOVERNING BODY AND THE FOLLOWING PROVISIONS OF PROTECTIVE OVERLAY DISTRICT #222:

- (1) The following uses shall not be permitted: group residence, limited; group residence, general; correctional placement residence, limited; correctional placement residence, general; and hotel or motel.
- (2) Residential development shall be limited to a maximum density of 17.4 dwelling units per acre.
- (3) Buildings shall be limited to a maximum height of 45 feet.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED AT WICHITA, KANSAS, _____

Carl Brewer - Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

SIDEWALK & UTILITY EASEMENT

THIS EASEMENT made 31 day of OCTOBER, 2008, by and between Breising Enterprises, Inc., a Kansas Corporation, party of the first part and the City of Wichita, party of the second part.

WITNESSETH: That the said first party, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the said second party, for the benefit of the public, a perpetual right-of-way and easement for the purpose of construction of concrete sidewalk and the passage of pedestrian traffic, and constructing, maintaining, and repairing sewer, all other public utilities, over, along, and under the following-described real estate situated in Sedgwick County, Kansas; to wit:

The west 10 feet of the following tract of land:

Lot 1, EXCEPT the S ½ of said Lot 1, and EXCEPT the south 25 feet of the N ½ of said Lot 1, Ramsey's Replat of Part of McTaggart's Addition, Wichita, Sedgwick County, Kansas

And said second party, for the benefit of the public, is hereby granted the right to enter upon said premises at any time for the purpose of construction of concrete sidewalk and the passage of pedestrian traffic, and constructing, operating, maintaining, and repairing such sewer, and all other public utilities.

IN WITNESS WHEREOF: The said first party has signed these presents the day and year first above written.

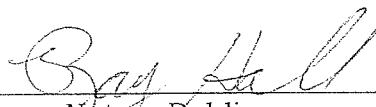
Breising Enterprises, Inc.

By: Robert Breising
ROBERT BREISING President
DED 2008-10
(B#1 SUB 2008-79)

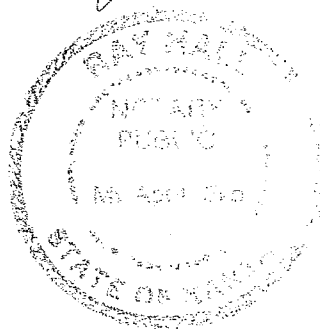
STATE OF KANSAS)
SEDGWICK COUNTY) SS:

BE IT REMEMBERED, that on this 31 day of OCT, 2008,
before me, the undersigned, a Notary Public, in and for the County and State aforesaid,
came Robert Breising as President of Breising
Enterprises, Inc., a Kansas Corporation, who is personally known to me to be the same
person who executed the within instrument of writing and such person duly acknowledged
the execution of the same, for and on behalf and as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal
the day and year above written.


Notary Public

(My Appointment Expires: 2-21-11)



PARTIAL DEDICATION OF ABUTTER'S ACCESS RIGHTS

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned Breising Enterprises, Inc., a Kansas Corporation, being the owner(s) of the following described real estate in Sedgwick County, Kansas, to wit:

Parcel "A"

Lot 1, EXCEPT the S ½ of said Lot 1, and EXCEPT the south 25 feet of the N ½ of said Lot 1, Ramsey's Replat of Part of McTaggart's Addition, Wichita, Sedgwick County, Kansas

do hereby transfer and convey to the City of Wichita, all abutter's rights of access, ingress and egress to said parcel from or to Arkansas Avenue over and across the west line of the above-described Parcel "A"; to have and to hold the same forever; provided, however, that said Parcel "A" shall have access to Arkansas Avenue over the south 30 feet of said Parcel "A" for one point of ingress and egress. It being understood that this conveyance is a covenant running with the land and prohibits all subsequent owners thereof and all members of the public from entering upon said property from Arkansas Avenue, except at the one point of ingress and egress, as permitted and described above.

Executed this 31 day of OCTOBER, 2008.

Breising Enterprises, Inc.

By: Robert Breising
ROBERT BREISING President
DED 2008-11
(4/5# Sub 2008-77)

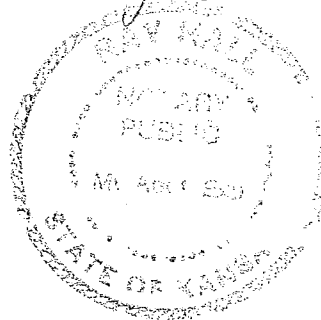
STATE OF KANSAS)
SEDGWICK COUNTY) SS:

BE IT REMEMBERED, that on this 31 day of OCT, 2008,
before me, the undersigned, a Notary Public, in and for the County and State aforesaid,
came Robert Breising as President of Breising
Enterprises, Inc., a Kansas Corporation, who is personally known to me to be the same
person who executed the within instrument of writing and such person duly acknowledged
the execution of the same, for and on behalf and as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal
the day and year above written.

Billy Hall
Notary Public

(My Appointment Expires: 2-21-11)



City of Wichita
City Council Meeting
November 25, 2008

TO: Mayor and City Council Members

SUBJECT: DED 2008-10 -- Dedication of a Sidewalk and Utility Easement and DED 2008-11 -- Dedication of Abutter's Access Rights (Access Control) located south of 29th Street North and west of Broadway. (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Accept the Dedications.

Background: These Dedications are associated with Lot Split Case No. SUB 2008-79 (Ramsey's Replat of Part of McTaggart's Addition). The dedications are for construction and maintenance of a sidewalk and public utilities and for access control along Arkansas Avenue, except for one opening.

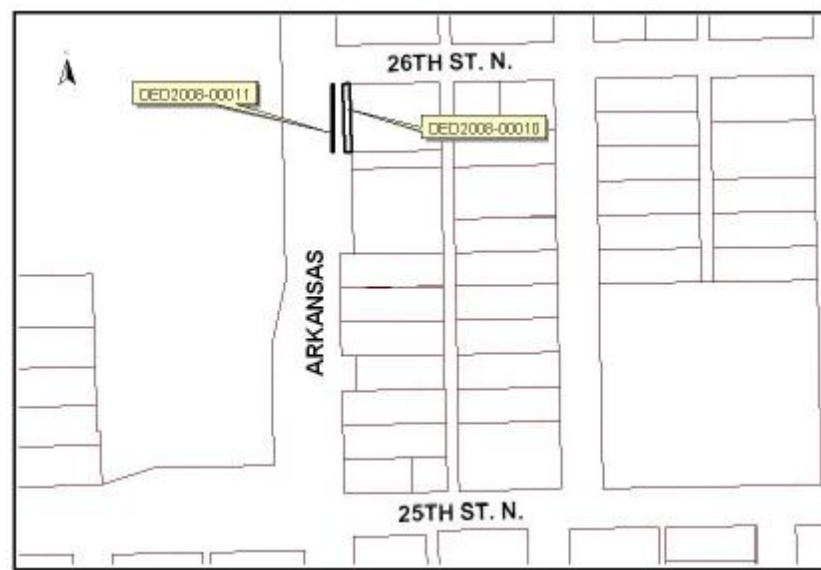
Analysis: None.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Dedications will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council accept the Dedications.



City of Wichita
City Council Meeting
November 25, 2008

TO: Mayor and City Council

SUBJECT: VAC2008-00032 Request to vacate a portion of a platted setback; generally located midway between Pawnee and Harry Streets, east of 127th Street East. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (unanimously).

Background: The applicant proposes to vacate the north 3 feet of the platted 15-foot street side yard setback, making a 12-foot setback. The zoning of the subject site is SF-5 Single-family Residential (“SF-5”). The Unified Zoning Code requires a minimum of a 15-foot street side yard setback for the SF-5 zoning district, which matches the platted setback. If this was not a platted setback, the applicant could have applied for an Administrative Adjustment, which would reduce the SF-5’s 15-foot street side yard setback by 20% resulting in a 12-foot setback, which is what the applicant is requesting. There are no platted easements within the platted setback. There are no utilities, manholes, sewer or water lines within the described portion of the platted setback. The Sierra Hills Addition was recorded with the Register of Deeds on February 26, 2003.

Analysis: The Metropolitan Area Planning Commission (MAPC) voted (11-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC’s advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

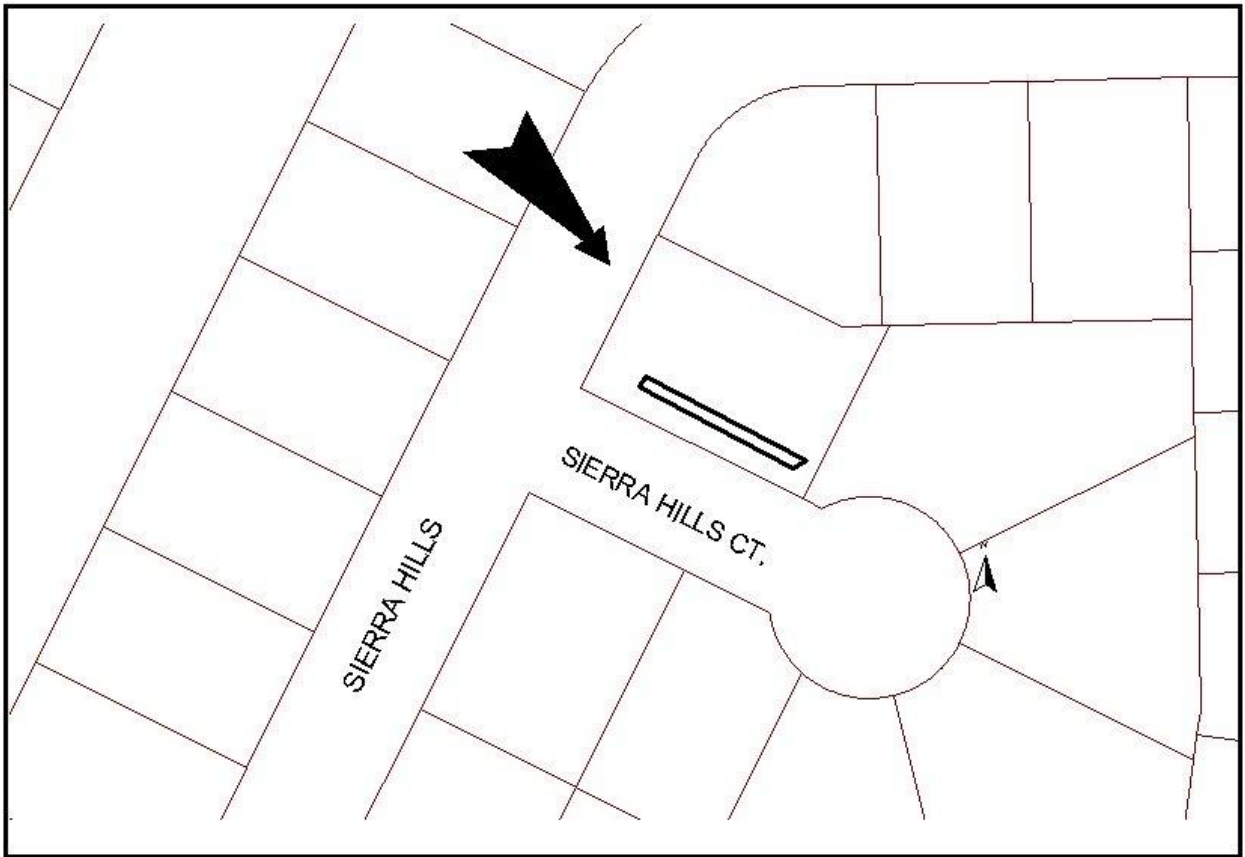
Financial Considerations: None.

Goal Impact: Ensure efficient infrastructure.

Legal Considerations: A certified copy of the Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

Attachments: None.



**City of Wichita
City Council Meeting
November 25, 2008**

TO: Wichita Airport Authority

SUBJECT: Wichita Mid-Continent Airport
Terminal Apron Reconstruction, Phase I
Change Order

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Change Order No. 1.

Background: On June 24, 2008 the Wichita Airport Authority contracted with Cornejo and Sons, Inc. to construct the Terminal Apron, Phase I.

Analysis: During construction several unexpected issues developed. 1) A temporary drain pipe was necessary to maintain positive drainage during and after construction. 2) A substitution of material due to an interruption in production of material. 3) Construction of a new communication Manhole due to an unusable existing duct bank. 4) Installation of a new junction box to provide a pull box for the circuit to the wind cone after corrections to the airfield lighting changed the orientation of the new taxiway edge lights. 5) Construction of a haul road between Taxiways B and R to maintain a usable passage way for construction traffic at all times. A change order with FAA concurrence has been prepared to cover this work.

Financial Considerations: The cost of the change order is \$94,262.92, and is covered by the existing budget. This represents a 2% addition to the original contract of \$5,823,625.45. Funding is expected from AIP Federal Grant funds, Passenger Facility Charges and General Obligation bonds paid for with Airport Revenue.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through construction of airfield pavements to serve the aviation community.

Legal Considerations: The Law Department has approved the Change Order as to form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the Change Order and authorize the necessary signatures.

Attachments: Change Order No. 1.

CHANGE ORDER # 1
FAA PROJECT # 3-20-0088-55
CHANGE ORDER
No. 1.

Dated Monday, October 20, 2008.

Owner's Project No. _____ FAA AIP No. 3-20-0088-55 City of Wichita No. 455-361-1

Project: Reconstruction of Terminal Apron - Phase 1
At Wichita Mid-Continent Airport, Wichita Kansas

Owner: The Wichita Airport Authority

Contractor: Cornejo & Sons, Inc. Contract Date: 24 June 2007

Contract For: (a) Earthwork includes excavation and/or placement of subgrade material within the project limits, preparation and compaction of the project subgrade to the lines and grades shown on the plans, area grading outside the neat lines of pavement and placement of topsoil. (b) Paving work includes construction of (1) plant mix bituminous pavements for haul road repair and temporary transitions between new and existing pavement; (2) bituminous treated drainage layer; and (3) Portland cement concrete pavement. (c) Seeding and sodding. (d) Installation of taxiway edge lights and taxiway guidance signs, and removal and replacement of taxiway edge lights. (e) Miscellaneous storm sewer, inlet and manhole construction, and construction of pavement sub-drains. (f) Painting taxiway and apron pavement markings. Also included is all incidental, supplementary and associated work necessary to complete the above improvements.

To: Cornejo & Sons, Inc., Contractor
You are directed to make the changes noted below in the subject contract:

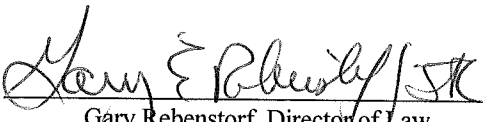
By Direction of the Wichita Airport Authority

Carl Brewer, Owner

Date: _____

Victor White, Director of Airports

Date: _____


Gary Rebenstorf, Director of Law
Approved as to form

Date: _____

Attest

Date: _____

RECEIVED

OCT 28 2008

AIRPORT ENGINEERING

CHANGE ORDER # 1
FAA PROJECT # 3-20-0088-55

Nature of Change:

- 1] An alteration is necessary to maintain positive drainage during and after construction of the referenced project. The Exhibit "A" drawing shows the installation of a temporary drain pipe from the removal limits of the 30" RCP to the new SWS Manhole at Sta. 19+36.6 286.5' Lt. The cost for this change is \$8,673.50 and two (2) additional calendar days.
- 2] A substitution of PG 64-22 Bituminous Material instead of PG 64-28 was proposed and accepted for the project due to an interruption in production of the PG 64-28. The cost for this change is \$(24,119.37). There is no change in contract time due to this change.
- 3] The existing 12-Way 3" ductbank was found to be unusable therefore a new 8-Way 3" ductbank and new communication Manhole are to be installed including the removal of a portion of the existing 12-Way 3" ductbank. The cost for this work is \$96,016.49 and twenty-one (21) additional calendar days
- 4] A new junction box is necessary to provide a pull box for the circuit to the wind cone after corrections to the airfield lighting changed the orientation of the new taxiway edge lights. The cost for this change is \$(541.60). There is no change in contract time due to this change.
- 5] The Owner requested the Contractor Construct a Haul Road between Taxiways B and Taxiway R instead of the 25' x 25' asphalt wedge at the intersection of Taxiway R and the WAA Service Road. The cost for this change is \$14,233.90. There is no change in contract time due to this change.

CHANGE ORDER # 1
FAA PROJECT # 3-20-0088-55

The changes result in the following adjustment of Contract Price and Contract Time:

3-20-0088-55 Contract Price Prior to This Change Order	\$ 5,755,865.25
FAA Non-Participating Contract Price Prior to This Change Order	\$ 67,760.20
Total Contract Price Prior to This Change Order	\$ 5,823,625.45

3-20-0088-55 Net Increase Resulting from This Change Order	\$ 97,528.84
FAA Non-Participating Net Increase Resulting from This Change Order	\$ (3,265.92)
Total Net Increase Resulting from This Change Order	\$ 94,262.92

Current 3-20-0088-55 Contract Price Including This Change Order	\$ 5,853,394.09
FAA Non-Participating Contract Price Including This Change Order	\$ 64,494.28
Total Contract Price Including This Change Order	\$ 5,917,888.37

Total Project Contract Time (excluding Permanent Seeding) Prior to This Change Order	120	Calendar Days
Total Project Net Increase Resulting (excluding Permanent Seeding) From This Change Order	23	Calendar Days
Total Project Contract Time (excluding Permanent Seeding) Including This Change Order	143	Calendar Days
Permanent Seeding Contract Time Prior to This Change Order	10	Calendar Days
Permanent Seeding Net Increase Resulting From This Change Order	0	Calendar Days
Permanent Seeding Contract Time Including This Change Order	10	Calendar Days

The Above Changes Are Approved:

Professional Engineering Consultants, P.A.

By: 

Date: 24 OCTOBER 2008

The Above Changes Are Accepted:

Cornejo & Sons, Inc.

Contractor

By: 

Date: 10-23-08

CHANGE ORDER # 1
FAA PROJECT # 3-20-0088-55

The following Change Order is a modification to the Project Plans and Specifications. The Change Order was prepared at the request of the Owner and was necessary for the following:

ITEM NO. 1: An alteration is necessary to maintain positive drainage during and after construction of the project. The change consists of the installation of a temporary drain pipe from the removal limits of the 30" RCP to the new SWS Manhole at Sta. 19+36.6 286.5' Lt.

A new bid item was created for this work as follows:

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>COST EXTENSION</u>
59 Temporary 18" Drain Pipe	1	LS	\$ 8,673.50	\$ 8,673.50

TOTAL COST ITEM NO. 1 **\$ 8,673.50**

Two (2) additional calendar days are added to the Contract Time.

ITEM NO. 2: PG 64-22 shall be used as substitute for PG 64-28 Bituminous Material for the project due to an interruption in production of the PG 64-28.

GRANT NO. 3-20-0088-56 TOTALS

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>COST EXTENSION</u>
04 Haul Road Maintenance & Repair	1	L.S.	\$ (567.00)	\$ (567.00)
30 Plant Mix Bituminous Mixture	2,561	TON	\$ (3.78)	\$ (9,680.58)
31 Bituminous Treated Drainage Layer (4")	39,281	S.Y.	\$ (0.27)	\$(10,605.87)
Subtotal				\$(20,853.45)

FAA NON-PARTICIPATING TOTALS

30 Plant Mix Bituminous Mixture	864	TON	\$ (3.78)	\$ (3,265.92)
Subtotal				\$ (3,265.92)

TOTAL COST ITEM NO. 2 **\$(24,119.37)**

There shall be no change in contract time due to this change.

CHANGE ORDER # 1
FAA PROJECT # 3-20-0088-55

ITEM NO. 3: After determining the existing 12-Way 3" Ductbank was not usable, a new 8-way 3" ductbank is to be constructed which will include the removal of a portion of the existing 12-way 3" ductbank. As a part of this change there is rework to underdrain Line #1 and a change from slip-form PCC pavement placement to fixed form. The existing 12-way 3" ductbank shall be left in place except where it will be removed from the air conditioner concrete pad on the east side of Hanger 20 to the new Communications Manhole CMH-4. The existing duct bank to remain shall be capped and duct markers set as appropriate. As noted on Plan Sheet No. 4 the Inner Service Road shall be phased to carry vehicles through the work area at all times. During Phase 1 it will be necessary to coordinate work across the Service Road with tenants for tugging aircraft. The restriction for reducing the current pathway to ½ widths is five (5) calendar days for Phase 1. The new communications manhole CMH-4 is to be constructed where tenant parking will be disrupted. This work also needs to be coordinated with the tenant. The parking lot and sidewalk will need to be restored to a usable condition after the work is complete. Twenty-one (21) calendar days shall be added to the Contract Time for this work. Phase 2 Traffic Control shall be modified to include the pavement area that will remain closed that is bounded by Sta. 12+02 to Sta. 12+36 from 73.5' Lt. to 216.5' Lt. Low-level lighted barricades shall be placed around the limits of construction for remaining work during Phase 2 between Sta. 11+85 and Sta. 12+53 and no closer to the baseline than 70' Lt.

Below is a breakdown of the anticipated unit items for the work. Item nos. 60-65 will be added in this change order. Item no. 30 is a result of the change to PG64-22 Asphalt Cement also included in this change order as noted in Item No. 2.

The following existing items are affected by this change:

	<u>ITEM</u>	<u>PREVIOUS QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>NEW QTY</u>	<u>QTY ADJUST</u>	<u>COST ADJUST</u>
30	Plant Mix Bituminous Mixture		50	TON	\$ 62.50	=	\$ 3,125.00
30	Plant Mix Bituminous Mixture		50	TON	\$ (3.78)	=	\$ (189.00)

	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>COST EXTENSION</u>
58	Repair 8-Way 3" Conduit Ductbank	-30	L.F.	\$ 270.00	= \$ (8,100.00)
60	8-Way 3" Conduit Ductbank	495	LF	\$ 109.72	= \$ 54,311.40
61	Large Electrical Manhole	1	EA.	\$ 34,394.80	= \$ 34,394.80
62	FAA Guard Wire Over Existing Ductbank	125	LF	\$ 6.24	= \$ 780.00
63	Remove Existing 12-Way 3" Ductbank	165	LF	\$ 48.40	= \$ 7,986.00
64	Repair Underdrain Over 8-Way Ductbank	1	EA.	\$ 842.49	= \$ 842.49
65	Hand Placed vs. Slip Form PCC Placement	1	LS	\$ 2,865.80	= \$ 2,865.80

TOTAL COST ITEM NO. 3

\$ 96,016.49

Twenty-one (21) additional calendar days are added to the Contract Time.

CHANGE ORDER # 1
FAA PROJECT # 3-20-0088-55

ITEM NO. 4: The installation of a new junction box is necessary to provide a pull box for the circuit to the wind cone with the revised drawing regarding modifications to the airfield lighting which results in one less taxiway edge light and associated conduit, cable, counterpoise and ground wire.

A new bid item was created for this work as follows:

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>COST EXTENSION</u>
66 Junction Can	1	EA.	\$ 844.00	\$ 844.00

The following existing items are affected by this change:

<u>ITEM</u>	<u>PREVIOUS QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>NEW QTY</u>	<u>QTY ADJUST</u>	<u>COST ADJUST</u>
46 #8 AWG L-824 Cable Installed In Ductbank or Conduit	5,356	L.F	\$ 1.00	5,256	-100	\$ (100.00)
47 Bare Counterpoise Wire in Trench, DB, or Conduit	9,224	L.F	\$ 1.40	9,174	-50	\$ (70.00)
48 Bare or Insulated Equip Ground, in DB or Conduit	386	L.F	\$ 0.80	379	-7	\$ (5.60)
50 2" PVC Conduit	2,741	L.F	\$ 4.80	2,691	-50	\$ (240.00)
52 L-861T LED Taxiway Edge Light, Base Mounted	46	EA.	\$ 970.00	45	-1	\$ (970.00)

TOTAL COST ITEM NO. 4 **\$ (541.60)**

There is no change to contract time due to this change.

CHANGE ORDER # 1
FAA PROJECT # 3-20-0088-55

ITEM NO. 5: Constructing a Haul Road between Taxiways B and Taxiway R instead of the 25' X 25' asphalt wedge at the intersection of Taxiway R and the WAA Service Road. The new route shall exit the existing WAA Service Road approximately 170 feet from the south edge of Taxiway B and enter onto Taxiway R approximately 110 feet from the west edge of the WAA Service Road where it will be east of the fillet PCC pavement panel on Taxiway B1 and split the distance between the two existing taxiway edge lights. The road shall be constructed 26' wide and flush with the existing ground to allow positive drainage. The subgrade shall be compacted, crushed concrete or asphalt millings placed as a subbase, and P-M1 asphalt placed for a surface. The asphalt shall have a minimum thickness of 4" and the overall pavement/subbase profile subbase shall not be less than 12". This new route will carry the WAA Service Road traffic and will be the Contractor's construction access for the remainder of the project. Immediate response to distressed areas would be required. The existing WAA Service Road will be closed with low-level barricades approximately 200 north of Taxiway B. The new route shall remain in place after the project. Care shall be taken to protect the existing taxiway edge light cable, conduit, and counterpoise along Taxiway R. Contract items shall be adjusted as necessary to eliminate the wedge and install the new roadway.

Total placement cost for subbase \$28.75 per ton

A new bid item was created for this work as follows:

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>COST EXTENSION</u>
67 Crushed Concrete Base for Haul Road	250	TON	\$ 28.75	\$ 7,187.50

The following existing items are affected by this change:

<u>ITEM</u>	<u>PREVIOUS QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>NEW QTY</u>	<u>QTY ADJUST</u>	<u>COST ADJUST</u>
30 Plant Mix Bituminous Mixture	2,561	TON	\$ 62.50	2681	120	\$ 7,500.00
30 Plant Mix Bituminous Mixture	2,561	TON	\$ (3.78)	2681	120	\$ (453.60)

TOTAL COST ITEM NO. 5

\$ 14,233.90

There is no change to contract time due to this change.

CHANGE ORDER # 1
FAA PROJECT # 3-20-0088-55

SUMMARY OF AFFECTED CONTRACT ITEMS BY CHANGE ORDER NO. 1:

	<u>ITEM</u>	<u>PREVIOUS</u>		<u>UNIT</u>	<u>NEW</u>	<u>QTY</u>		<u>COST</u>
		<u>QUANTITY</u>	<u>UNIT</u>			<u>QTY</u>	<u>ADJUST</u>	
04	Haul Road Maintenance & Repair	0	L.S.	\$ (567.00)	1	1		\$ (567.00)
30	Plant Mix Bituminous Mixture	2,561	TON	\$ 62.50	2,681	170		\$ 10,625.00
30	Plant Mix Bituminous Mixture	0	TON	\$ (3.78)	2,681	2,731		\$(10,323.18)
30A ¹	Plant Mix Bituminous Mixture	864	TON	\$ 62.50	864	0		\$ 0.00
30A ¹	Plant Mix Bituminous Mixture	0	TON	\$ (3.78)	864	864		\$ (3,265.92)
31	Bit. Treated Drainage Layer (4")	39,281	S.Y.	\$ 13.00)	39,281	0		\$ 0.00
31	Bit. Treated Drainage Layer (4")	0	S.Y.	\$ (0.27)	39,281	39,281		\$(10,605.87)
46	#8 AWG L-824 Cable	5,356	L.F	\$ 1.00	5,256	-100		\$ (100.00)
47	Bare Counterpoise Wire	9,224	L.F	\$ 1.40	9,174	-50		\$ (70.00)
48	Bare or Insulated Equip Ground	386	L.F	\$ 0.80	379	-7		\$ (5.60)
50	2" PVC Conduit	2,741	L.F	\$ 4.80	2,691	-50		\$ (240.00)
52	LED TW Edge Light, Base Mntd	46	EA.	\$ 970.00	45	-1		\$ (970.00)
58	Repair 8-Way 3" Conduit Ductbank	30	L.F.	\$ 270.00	0	-30		\$ (8,100.00)
59	Temporary 18" Drain Pipe	0	LS	\$ 8,673.50	1	1		\$ 8,673.50
60	8-Way 3" Conduit Ductbank	0	LF	\$ 109.72	495	495		\$ 54,311.40
61	Large Electrical Manhole	0	EA.	\$34,394.80	1	1		\$ 34,394.80
62	FAA Guard Wire over Exist DB	0	LF	\$ 6.24	125	125		\$ 780.00
63	Remove Exist. 12-Way 3" Ductbank	0	LF	\$ 48.40	165	165		\$ 7,986.00
64	Repair Udrain Over 8-Way 3" Ductbank	0	EA.	\$ 842.49	1	1		\$ 842.49
65	Hand Placed vs. Slip Form PCC	0	LS	\$ 2,865.80	1	1		\$ 2,865.80
66	Junction Can	0	EA.	\$ 844.00	1	1		\$ 844.00
67	Crushed Concrete Base for Haul Road	0	TON	\$ 28.75	250	250		\$ 7,187.50

TOTAL COST FOR CHANGE ORDER NO. 1

\$94,262.92

¹ Note: "A" designates Non-FAA Participating Costs.

**City of Wichita
City Council Meeting
November 25, 2008**

TO: Wichita Airport Authority

SUBJECT: Mid-Continent Drive Rehabilitation and
Bridge Rehabilitation over Harry Street and Crossfield Road
Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the capital project budget and approve the design contract.

Background: This work is identified in the Capital Improvement Program as street side pavements.

Analysis: To maintain the Mid-Continent Drive bridges over Harry Street and Crossfield Road plus Mid-Continent Drive, a rehabilitation project will occur in 2009. Professional Engineering Consultants has been selected through the Staff Screening Committee process to provide consulting services.

Financial Considerations: A budget of \$1,266,000 is established for the project and it will be funded with General Obligation bonds paid for with Airport Revenue. A contract has been established with PEC in the amount of \$53,520 for the design and bid phase services plus the bi-annual bridge inspections through 2012.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through infrastructure improvements to allow uninterrupted airport services to be provided.

Legal Considerations: The Law Department has approved the contract as to legal form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the project, capital budget and contract.

Attachments: PEC Contract.

CONTRACT
for
CONSULTING SERVICES
between
WICHITA AIRPORT AUTHORITY

and

PROFESSIONAL ENGINEERING CONSULTANTS

THIS CONTRACT, made this 25th day of November, 2008 by and between the WICHITA AIRPORT AUTHORITY, Wichita, Kansas, party of the first part, hereinafter called the "OWNER" and Professional Engineering Consultants, 303 S. Topeka, Wichita, Kansas, party of the second part, hereinafter called the "CONSULTANT".

WITNESSETH: That,

WHEREAS the OWNER is engaged in the operation of Wichita Mid-Continent Airport; and whereas it is the desire of both parties that the CONSULTANT furnish consulting services in conjunction with the Harry Street and Crossfield Road Bridges Rehabilitation and the Mid-Continent Drive Pavement Rehabilitation (PROJECT); and whereas all of the aforesaid being located within the corporate limits of the City of Wichita, Sedgwick County, Kansas, and

WHEREAS, the OWNER is authorized by law to employ a consultant to provide professional consulting services NOW, THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES:

The Scope of Services to be performed by the CONSULTANT shall be as outlined in EXHIBIT A.

ARTICLE II - THE CONSULTANT AGREES:

- A. To provide the professional services, equipment, material and transportation to perform the tasks as outlined in Article I, SCOPE OF SERVICES.
- B. To designate a project manager who will coordinate all work and be the point of contact for communications and to submit qualifications of the proposed project manager to the OWNER in advance of the Notice to Proceed. The OWNER reserves the right to withhold the Notice to Proceed until a qualified project manager is designated. The OWNER shall concur with any changes to this assignment.
- C. This Agreement and all subconsultant agreements shall be governed by the laws of the State of Kansas.
- D. To submit to the OWNER in a timely manner, editable, electronic files of all surveys and drawings in AutoCAD format and specifications in Microsoft Word.

- E. To save and hold OWNER harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by negligent acts, errors or omissions of CONSULTANT, its agents, servants, employees, or subconsultants occurring in the performance of its services under this Agreement.
- F. To maintain all books, documents, papers, accounting records, and to make such material available at the CONSULTANT'S office at reasonable times during the contract period, and for three years from the date of final payment under the Agreement, for inspection and/or duplication by the OWNER or authorized representatives.
- G. That the CONSULTANT shall not, on the grounds of race, color, sex, national origin, age or handicap, discriminate or permit discrimination in violation of any federal, state or local laws or of Part 21 of the regulations of the Office of the United States Department of Transportation (49 CFR 21). The CONSULTANT, in performing the work or services required pursuant to this Agreement, shall not participate either directly or indirectly in discriminations prohibited by the non-discrimination requirements of the City of Wichita, Kansas, as set out in EXHIBIT B. The OWNER reserves the right to take such action as the United States Government or any state or local government may direct to enforce this covenant.

The CONSULTANT assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The CONSULTANT assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The CONSULTANT assures that it will require that their covered suborganizations provide assurances to the OWNER that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

- H. To accept compensation for the work herein described in such amounts and at such periods as hereinafter provided and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work described in EXHIBIT A.
- I. To submit billings to the OWNER for the Services performed as required by this Agreement. Billings shall not exceed progress of work as evidenced by deliverables submitted by the CONSULTANT and approved by the OWNER. During the progress of work covered by the Agreement, partial payment requests may be made at intervals of not less than four weeks. The progress billings shall be supported by documentation acceptable to the OWNER, which shall include a record of the percentage completion evidenced by approved deliverables, of the number of days allocated for completion of the work, the number of days that have elapsed, and the number of days that remain to complete the work. Progress billings shall also include copies of subconsultant invoices to the CONSULTANT for the same billing period. Payment to subconsultants, for satisfactory performance shall be made within 30 days of receipt of payment and no retainage shall be withheld. Any delay or postponement of payment from the referenced time frame may occur only for good cause and following written approval of the OWNER.

- J. To complete and deliver plans to the OWNER within the time allotted for the work as stipulated herein; except that the CONSULTANT shall not be responsible or held liable for the time required for reviews for the approving parties or other delays occasioned by the actions or inactions of the OWNER or other agencies, or for other unavoidable delays beyond the control of the CONSULTANT. The schedule is outlined in EXHIBIT C, attached hereto and incorporated herein by reference.
- K. To covenant and represent to be responsible for the professional and technical accuracy and the coordination of all drawings or other work or material furnished by the CONSULTANT under this Agreement.

CONSULTANT further agrees, covenants and represents that Services furnished by CONSULTANT, its agents, employees and subconsultants under this Agreement shall be free from negligent errors or omissions.

CONSULTANT further agrees, covenants and represents, that all specifications and bid documents prepared in accordance with the work required by this Agreement shall contain a clause that provides the following:

"Notwithstanding any thing to the contrary contained in these bid documents or the contract to be awarded herein, the OWNER shall not be subject to arbitration and any clause relating to arbitration contained in these bid documents or in the contract to be awarded herein shall be null and void."

- L. To procure and maintain such insurance as will protect the CONSULTANT from damages resulting from negligent acts of the CONSULTANT, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this Agreement and for which they are legally liable. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to deductible of not more than \$100,000.00. The CONSULTANT shall be responsible for payment of all deductible amounts without reimbursement by OWNER. In addition, a Worker's Compensation and Employer's Liability policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Worker's Compensation Law. The liability limit shall not be less than \$500,000 for each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the CONSULTANT for the duration of the project that shall be written in a comprehensive form and shall protect CONSULTANT against all claims arising from injuries to persons (other than CONSULTANT'S employees) or damage to property of the OWNER or others arising out of any negligent act or omission of CONSULTANT, its agents, officers, employees, or subcontractors in the performance of CONSULTANT services under this Agreement. The liability limit shall not be less than \$500,000 per occurrence for bodily injury, death and property damage. The Wichita Airport Authority, Wichita, Kansas; the City of Wichita; their officers, employees and agents shall be named as additional insureds under the terms of the policy with respect to the names insurer's operations on Wichita Mid-Continent Airport or Colonel James Jabara Airport, whichever is applicable. Satisfactory Certificates of Insurance shall be filed with the OWNER prior to the time CONSULTANT starts any work under

this Agreement. The CONSULTANT shall maintain such insurance through the duration of the PROJECT. In addition, insurance policies applicable hereto shall contain a provision that provides that the OWNER shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or cancelled.

- M. Its agents, employees and subcontractors, shall be subject to any and all applicable rules, regulations, orders and restrictions which are now in effect and which apply to its activities on Airport property, including such rules, regulations, orders and/or restrictions that may be adopted, enacted or amended during the term of this Agreement.
- N. That all information provided by the OWNER and/or developed for the PROJECT shall be considered confidential and proprietary, and shall not be reproduced, transmitted, used or disclosed by the CONSULTANT without the written consent of OWNER, except as may be necessary for the non-disclosing party to fulfill its obligations hereunder; provided, however, that the limitation shall not apply to any information or portion thereof, which is:
 - 1. Within the public domain at the time of its disclosure.
 - 2. Required to be disclosed by a court of competent jurisdiction or Government order.
 - 3. Approved by the OWNER for publicity.
 - 4. Required to be communicated in connection with filings with governmental bodies having jurisdiction over the design or construction of the PROJECT.

ARTICLE III - THE OWNER AGREES:

- A. To furnish all available data pertaining to the PROJECT available to the OWNER. All data shall be considered confidential, unless otherwise noted.
- B. To provide standards, as available, for the PROJECT.
- C. To pay the CONSULTANT for services in accordance with the requirements of this Agreement within thirty (30) working days from the date of receipt of invoice and upon satisfactory performance of service.
- D. To provide the right of entry into secured areas for CONSULTANT'S personnel, subject to all rules and regulations of the OWNER, the Transportation Security Administration and Federal Aviation Administration regarding airfield safety and security.
- E. To pay all applicable design phase fees, unless otherwise stated herein.
- F. To abate asbestos, as needed, within the work zone.
- G. Provide Mid-Continent Drive pavement rehabilitation plans in electronic format, as available.

ARTICLE IV - PAYMENT PROVISIONS:

- A. Payment to the CONSULTANT for performance of the specified services shall be as described hereinafter.
 - 1. Payment to the CONSULTANT for the performance of design services shall be a lump sum fee amount of \$53,520.00. (EXHIBIT D)
 - 2. Payment to the CONSULTANT for the performance of the bid phase services shall be a lump sum fee amount of \$4,080.00. (EXHIBIT D)
 - 3. Payment to the Consultant for the performance of the 2008 bi-annual bridge (3) inspections shall be a lump sum fee amount of \$980.00. (EXHIBIT D)
 - 4. Payment to the Consultant for the performance of the 2010 bi-annual bridge (3) inspections shall be a lump sum fee amount of \$1,050.00. (EXHIBIT D).
 - 5. Payment to the Consultant for the performance of the 2012 bi-annual bridge (3) inspections shall be a lump sum fee amount of \$1,120.00. (EXHIBIT D).
 - 6. Payment to the CONSULTANT for the performance of the construction phase services shall be a cost plus fixed fee to be negotiated at a later date.
- B. If an addition or deduction of work should be necessary, by virtue of a change in the scope of the proposed PROJECT, or by the OWNER'S request for a change in services, the CONSULTANT will be given written notice by the OWNER along with a request for a fee for the change in such services; but no additional work shall be performed, nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.
- C. Final payment shall not occur until all work is complete and approved by the OWNER.

ARTICLE V - THE PARTIES HERETO MUTUALLY AGREE:

A. TERMINATION OF CONTRACT

- 1. That the right is reserved to the OWNER to terminate this Agreement or any portion of phase of this Agreement at any time, upon written notice, in the event the PROJECT is to be abandoned; PROVIDED, however, that in such case the CONSULTANT shall be paid the reasonable value of the Services rendered up to the time of termination on the basis of the provisions of this Agreement, but in no case shall payment be more than the CONSULTANT'S actual costs plus a reasonable sum for profit. Upon receipt of such notice, Services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Agreement, whether completed or in progress, delivered to the OWNER and become the possession of the OWNER.
- 2. Any violation or breach of the terms of this Agreement on the part of the CONSULTANT or subconsultant(s) may result in the suspension or termination of this Agreement or such other action, which may be necessary to enforce the rights of the parties of this Agreement. In such case, the OWNER may take

possession of all materials as may have been accumulated in performing this Agreement, whether completed or in progress and take over the work and prosecute the same to completion, by separate agreement or otherwise, for the account and at the expense of the CONSULTANT. The CONSULTANT shall be liable to the OWNER for those costs associated with the remedy of the breach of terms.

3. The rights and remedies of the OWNER provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- B. That the specifications, plans and other deliverables shall become the property of the OWNER upon delivery or termination of the Services in accordance with this Agreement. The OWNER shall not hold the CONSULTANT liable upon the OWNER'S reuse of any part of deliverables, and there shall be no restriction or limitation on their further use by the OWNER. Consultant's seal and name shall not be reproduced on such documents if reused by the OWNER.
- C. That the services to be performed by the CONSULTANT under the terms of this Agreement are personal and cannot be assigned, sublet or transferred without specific consent of the OWNER.
- D. In the event of unavoidable delays in the progress of the work, reasonable extensions in the time will be granted by the OWNER, provided, however, that the CONSULTANT shall request extensions in writing giving the reason therefore.
- E. Unless otherwise provided in this Agreement, the CONSULTANT and agents, servants, employees, or subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
- F. It is further agreed that this Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.
- G. For good cause, and as consideration for executing this Agreement, the CONSULTANT, acting herein by and through its authorized agent, hereby conveys, sells, assigns, and transfers to the OWNER all right, title, and interest in and to all causes of action it may now or hereafter require under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the OWNER pursuant to this Agreement.
- H. Neither the OWNER'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the CONSULTANT under this Agreement shall be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement.
- I. It is specifically agreed between the parties executing this Agreement, that it is not intended by any of the provisions of any part of this Agreement to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damage pursuant to the terms of provisions of this Agreement.

J. The CONSULTANT hereby certifies that:

1. The CONSULTANT has not employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above CONSULTANT) to solicit or secure this Agreement.
2. The CONSULTANT has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement.
3. The CONSULTANT has not paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for the CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any).
4. By acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the CONSULTANT or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this Agreement.

IN WITNESS WHEREOF, the OWNER and the CONSULTANT have executed this Agreement as of the date first written above.

ATTEST:

WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By: _____
Karen Sublett, City Clerk

By: _____
Carl Brewer, President
"OWNER"

By: _____
Victor D. White, Director of Airports

ATTEST:

Professional Engineering Consultants
303 S. Topeka
Wichita, Kansas 67202

By: *Frank P. Reusch*
Title: Exec Vice President

By: *Richard A. Schlitz, P.E.*
Title: Secretary/Treasurer
"CONSULTANT"

APPROVED AS TO FORM: *Mary E. Reusch* Date: _____
Director of Law

ATTACHMENTS: EXHIBIT A – Scope of Services
EXHIBIT B – Equal Employment Opportunity
EXHIBIT C – Project Schedule
EXHIBIT D – Fee Schedule
EXHIBITS E & E-1 – Maps

SCOPE OF SERVICES

Wichita Mid-Continent Airport Bridge Rehabilitation

The CONSULTANT agrees to furnish and perform the various engineering and technical services for the PROJECT in accordance with the following Scope of Services to the requirements of the Wichita Airport Authority (OWNER). The purpose of the PROJECT is to rehabilitate the bridges on Mid-Continent Drive over Harry Street and Crossfield Road plus bridge inspection services for the three bridges at Mid-Continent Airport listed as the Harry Street, Crossfield Road and Runway 1L-19R. The following Scope of Services has been developed based on RFP No. FP800075 and subsequent meetings with Wichita Airport Authority (WAA) staff.

SCOPE OF SERVICES:

- A. Provide survey information services with detail necessary to identify any utility conflicts and topographic features for preparation of base plans.
- B. Verify bridge inspection findings from the March 2006 study report via field reinspection.
- C. Verify pavement repair plans as provided by WAA for the southbound and northbound lanes from the southern end of the Harry Street Bridge to approximately 900 feet south of the south end of the Crossfield Road Bridge, including the three adjacent ramp roadways.
- D. Field inspection for items B & C will be accomplished by personnel utilizing full traffic control signage.
- E. Provide preliminary design plans and probable construction cost estimate for the bridge rehabilitations and the pavement repair areas.
- F. Provide biddable design plans, specifications and probable construction cost estimate.
- G. Assist the WAA in preparation of the bid form and any final specification modifications.
- H. The bridge inspections will be performed in 2008, 2010 and 2012. These inspections and reporting procedures will be performed in accordance with the

National Highway Institute and the FAA requirements. Inspection of the Runway 1L-19R Bridge will be performed in accordance with WAA security guidelines.

SCHEDULE:

The CONSULTANT shall commence work on the PROJECT within ten (10) days following authorization by the OWNER to proceed and shall submit Final Study report in accordance with the attached schedule except for delays beyond the control of CONSULTANT.

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

(March 27, 2008)

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

PROJECT SCHEDULE

Wichita Mid-Continent Airport Bridge Rehabilitation

The CONSULTANT will commence work within ten (10) days following authorization by the OWNER to proceed and complete the PROJECT in accordance with the following schedule, except that the CONSULTANT will not be responsible or held liable for delays occasioned by the action or inaction of the OWNER or other agencies.

- i. Field Check ready (30 percent complete plans) will be provided to the OWNER no more than 50 days after notice to proceed.
- ii. Office Check ready (90 percent complete plans) will be provided to the OWNER no more than 50 days after the Field Check plan review by the OWNER has been received by the CONSULTANT.
- iii. Final Plans (100 percent complete plans and specifications) will be provided to the OWNER no more than 14 days after the Office Check review has been received by the CONSULTANT.
- iv. Bid Phase services will be provided at the discretion of the OWNER.
- v. Bridge inspection services will be provided at two year intervals beginning in November 2008 and commencing in November 2012.

Summary of Engineering Design Fees

Design Services

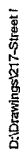
<u>Task</u>	<u>Man-hours</u>	<u>Fee</u>	<u>Expenses</u>	<u>Total</u>
<u>PEC Services</u>				
Survey processing	8	\$600	\$0	\$600
Field plan verification(Bridges)	27	\$2,025	\$550	\$2,575
Field plan verification(Roads)	27	\$2,025	\$550	\$2,575
Preliminary Plan preparation(Bridges)	100	\$7,000	\$0	\$7,000
Preliminary Plan preparation(Roads)	16	\$1,120	\$0	\$1,120
Final Plan preparation(Bridges)	390	\$29,250	\$0	\$29,250
Final Plan preparation(Roads)	60	\$4,500	\$0	\$4,500
Final Bid Form and Specification Assistance	45	\$3,600	\$0	\$3,600
<u>Sub-Totals PEC</u>	<u>665</u>	<u>\$ 49,520.00</u>	<u>\$ 1,100.00</u>	<u>\$ 50,620.00</u>
<u>Subconsultant Services</u>				
<u>Ruggles and Bohm, P.A. utility and topographic surveying</u>			\$2,900	\$2,900
<u>Sub-Totals Subconsultants</u>	<u>0</u>	<u>\$0</u>	<u>\$2,900</u>	<u>\$2,900</u>
Grand Totals(Design Services)	665	\$ 49,520.00	\$ 4,000.00	\$ 53,520.00

Bid Phase Services

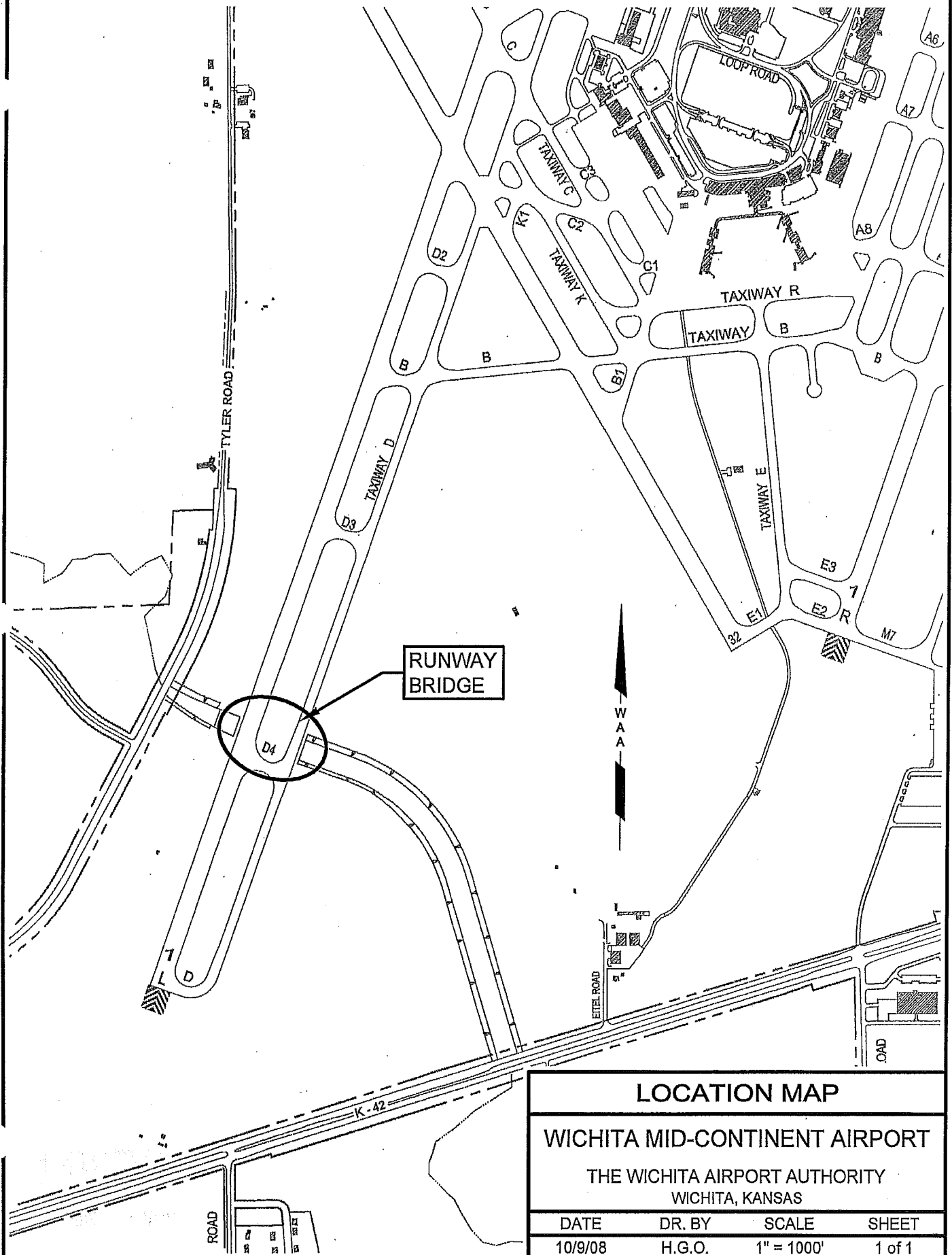
<u>Task</u>	<u>Man-hours</u>	<u>Fee</u>	<u>Expenses</u>	<u>Total</u>
<u>PEC Services</u>				
Final Bid Form and Specification Assistance	45	\$3,600	\$0	\$3,600
Pre-bid meeting	6	\$480	\$0	\$480
<u>Sub-Totals PEC</u>	<u>51</u>	<u>\$4,080</u>	<u>\$0</u>	<u>\$4,080</u>
Grand Totals(Bid Phase Services)	51	\$ 4,080.00	\$ -	\$ 4,080.00

Bridge Inspection Services

<u>Task</u>	<u>Man-hours</u>	<u>Fee</u>	<u>Expenses</u>	<u>Total</u>
<u>PEC Services</u>				
Inspection 2008	14	\$980	\$0	\$980
Inspection 2010	14	\$1,050	\$0	\$1,050
Inspection 2012	14	\$1,120	\$0	\$1,120
<u>Sub-Totals PEC</u>	<u>42</u>	<u>\$3,150</u>	<u>\$0</u>	<u>\$3,150</u>
Grand Totals(Bridge Inspection Services)	42	\$ 3,150.00	\$ -	\$ 3,150.00



D:\Drawings\217-Street
n:\ROADS\MID-CONTINENT-DRIVE\Mid-Continent Drive Bridges\Bridges 2008.dwg, EXHIBIT B-2, 10/9/2008 2:35:40 PM



D:\Drawings\217-Street

LOCATION MAP			
WICHITA MID-CONTINENT AIRPORT			
THE WICHITA AIRPORT AUTHORITY WICHITA, KANSAS			
DATE	DR. BY	SCALE	SHEET
10/9/08	H.G.O.	1" = 1000'	1 of 1

**City of Wichita
City Council Meeting
November 25, 2008**

TO: Mayor and City Council

SUBJECT: Appointment of Municipal Judge Nominating Commission

INITIATED BY: City Council/Department of Law

AGENDA: City Council

Recommendation: Appoint members to the Municipal Judge Nominating Commission

Background: A vacancy will occur because of the pending resignation of Municipal Court Judge Bruce Brown to take office as a District Court Judge. Charter Ordinance No. 186 provides the procedure for consideration of individuals for appointment to the office of Municipal Court Judge. The Nominating Commission is to be composed of two non-lawyer members appointed by the City Council and three lawyer members nominated by the Wichita Bar Association and appointed by the City Council.

Analysis: Appointment of Municipal Court Nomination Commission is necessary to review the applications from persons interested in filling the vacancy. The Wichita Bar Association has been asked to provide its recommendations for lawyers to serve on the Nominating Commission for this purpose.

Legal Considerations: The pendency of a vacancy in the office of Municipal Court Judge triggers the provisions of Charter Ordinance No. 186, which prescribes the process for the selection and appointment of Municipal Court Judges.

Recommendations/Actions: Appoint members to Municipal Judge Nominating Commission and set December 5, 2008 as the deadline for applications for the Municipal Court Judge position.

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL NOVEMBER 25, 2008**

- a. Water Distribution System to serve High Point West Addition (east of 151st Street West, south of Maple) (448-90377/735422/470095) Does not affect existing traffic. (District V) - \$65,650.00
- b. Lateral 58 Cowskin Interceptor Sewer to serve High Point West Addition (east of 151st Street West, south of Maple) (468-84500/744286/480975) Does not affect existing traffic. (District V) - \$106,050.00
- c. Agnes from the south line of 37th Street North to the north line of 36th Street North to serve Agnes Addition (east of Arkansas, south of 37th Street North) (472-84610/766173/490191) Traffic to be maintained using flagpersons & barricades. (District VI) - \$121,200.00
- d. 20 Inch Water Line in Hoover from 23rd to 25th Streets North (east of Hoover, north of 21st Street North) (448-90308/735378/470051) Traffic is to be maintained using flagpersons & barricades. (District V) - \$231,085.35
- e. Lateral 276, Main 5, Sanitary Sewer #22 to serve Armstrong Estates Addition (north of Central, west of Hoover) (468-84283/744293/480982) Does not affect existing traffic. (District VI) - \$41,000.00
- f. Stryker Soccer Complex West Parking Lot Expansion (south of 29th Street North, east of Greenwich) (472-84573/785066/395198) Traffic to be maintained using flagpersons and barricades. (District II) - \$396,100.00
- g. K-96 Lake Road Paving and Drainage Improvements (south of K-96, east of I-135) (472-84737/785098/785061/785131/397216/395193/397232) Traffic to be maintained using flagpersons and barricades. (District I) - \$510,000.00
- h. Oliver Street Improvements, Harry to Kellogg (KDOT) (87N-0357/0377-01/472-84749/706993/636207/620520/208458/778597/668639) See Special Provisions. (District III) - \$7,225,000.00

City of Wichita
City Council Meeting
November 25, 2008

TO: Mayor and City Council
SUBJECT: Community Events (District I & VI)
INITIATED BY: Division of Arts & Cultural Services
AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure Betsy Gwin, Development Director for the Arthritis Foundation is coordinating with City of Wichita Staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

21st Annual Jingle Bell Run/Walk for Arthritis Saturday, December 6, 2008 9:00 am – 12:00 pm

- § Lewis Street, McLean to Water
- § McLean Blvd., Lincoln to Douglas

Client will arrange to remove blockades as necessary to allow emergency vehicle access during entire designated time period. Blockades will be removed immediately upon completion of the event.

Financial Consideration: The event sponsor is responsible for all costs associated with special event.

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department.

C O N T R A C T

THIS AGREEMENT made and entered into this 18th day of November, 2008, by and between the **CITY OF WICHITA**, a municipal corporation, hereinafter known as “**CITY**”, and **P G Playgrounds**. (Performance Vendor Code Number – 802479-001) whose principal office is at 5615 E. Huffman Dr. Kechi, Kansas, 67067 telephone number (316) 748-0479, hereinafter known as the “**CONTRACTOR**”.

WITNESSETH, That for and in consideration of covenants hereinafter set out the **CONTRACTOR** contracts, promises and agrees to and with the **CITY** that **P G Playgrounds** will furnish all the material and labor necessary to perform the mechanical, electrical, plumbing, and add alternates and/or options as required by the specifications and work orders for the City of Wichita, for **Design, Furnish & Install Playground Equipment and Improvements at 55th Street South & Hydraulic, Barrington Park and Grove Park**, Formal Proposal – FP800062 for the Park & Recreation Department, Recreation Division in the City of Wichita, Sedgwick County, Kansas. The bid package, plans, specifications and addenda provided by the City of Wichita as part of the bid letting process for Formal Proposal – FP800062, dated July 25, 2008, and the **CONTRACTOR’s Wildwood Park proposal, attached, dated October 20, 2008**, as approved, shall be considered a part of this contract and are incorporated by reference herein, as approved by the City Council on November 18, 2008, which plans, specifications, addenda and bids are on file in the office of the City Purchasing Manager of said **CITY**, and are hereby incorporated and made a part of this contract to the same extend as if fully set out herein.

CONTRACTOR further agrees that the work under this contract shall be completed to the full satisfaction of the City Purchasing Manager of the City of Wichita on or before **March 31, 2009**, for completion. Said work shall be done under the direct supervision of said Purchasing Manager, or such other person as the City Council may direct, and that said Purchasing Manager's decision as to the material used in said improvement and the method in which the work is to be done shall be final and conclusive upon the parties hereto. Working days shall be as defined in the Standard Specifications of the City of Wichita.

CONTRACTOR further agrees that at all times during the prosecution of said

improvement **P G Playgrounds** will maintain the proper safeguards, barricades and lights on the work and every portion thereof to insure the highest degree of safety to the public, and that **P G Playgrounds** will hold the City of Wichita harmless in all suits for damages brought against either of the parties to this contract on account of the negligent acts, omissions or default of said **CONTRACTOR**, their agents or servants in the prosecution of the work on said improvement.

CONTRACTOR further agrees to maintain said improvement for a period of one (1) year from date of the completion and acceptance of same by the City of Wichita; this maintenance to be done and performed by said **CONTRACTOR** without any expense to the **CITY** whatsoever. **CONTRACTOR** to furnish to the **CITY** any manufacturer's warranty on materials as applicable.

CONTRACTOR shall furnish the **CITY** a good and sufficient bond guaranteeing the completion of said improvement and every part thereof according to the specifications and the bid of said **CONTRACTOR** and the terms of this contract; conditioned further, for the maintenance of said improvements as herein before provided.

CONTRACTOR shall furnish a bond to the State of Kansas in the total amount of this contract; conditioned upon the payment of all material and labor bills incurred in the making of said improvement.

Indemnification and Insurance

a. **CONTRACTOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **CONTRACTOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **CONTRACTOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Comprehensive General Liability covering premises—operations, xcu (explosion, collapse and underground) hazards when applicable, Product/Completed operations, Broad Form Property Damage, and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$500,000 each occurrence
	\$500,000 each aggregate

Property Damage Liability	\$500,000 each occurrence
	\$500,000 each aggregate

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each occurrence
	\$500,000 each aggregate

2. Automobile Liability - Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	\$500,000 each accident
Property Damage Liability	\$500,000 each accident

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each accident
---	-------------------------

3. Workers' Compensation/Employers Liability for minimum limits of:

Employers Liability	\$100,000 each accident
---------------------	-------------------------

CITY shall pay **CONTRACTOR** the following amount for the contract work:

Furnish all labor, material, and equipment for the Design, Furnish, and Install Playground Equipment, Surfacing and Improvements at Wildwood Park as per specifications of Request for Proposal – FP800062 and attached proposal.

Wildwood Park **\$43,994.44**

TOTAL MAXIMUM CONTRACT AMOUNT: **\$43,994.44**

The **CONTRACTOR** shall be entitled to payment of 90 percent of its progress estimates every thirty (30) days during the prosecution of said improvement; 10 percent of the total amount being at all times retained until final completion, at which time **CONTRACTOR** shall be entitled to final payment.

If the **CONTRACTOR** fails to complete all requirements identified within these specifications by **March 31, 2009**, it is understood and the **CONTRACTOR** hereby **agrees that the amount of one hundred dollars (\$100.00) per calendar day per park to a maximum of the contract price may be deducted from the moneys due the CONTRACTOR** for each intervening calendar day any work remains incomplete, not as a penalty but as liquidated damages. **CONTRACTOR** will not be liable if performance failure arises out of causes beyond their control and without fault or negligence of the **CONTRACTOR** (e.g., acts of God, war, fires, floods, freight embargoes). Should a performance failure occur, it will be the responsibility of the **CONTRACTOR** to notify the Purchasing Manager in writing and submit proof of the circumstance responsible for non-performance; the **CONTRACTOR** must re-negotiate delivery schedules.

The **CONTRACTOR**, in performing the work required under this contract, agrees to comply with the provisions of the "Revised Non-Discrimination and Equal Employment Opportunity Statement For Contracts or Agreement" of the City of Wichita, which is incorporated herein by reference and attached as "Exhibit A".

For good cause, and as consideration for executing this contract, the **CONTRACTOR**, acting herein by and through its authorized agent, hereby conveys, sells, assigns, and transfers to the City of Wichita all right, title, and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the City of Wichita pursuant to this contract.

Independent Contractor. The relationship of the **CONTRACTOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **CONTRACTOR** shall be considered an employee of the **CITY**.

Compliance with Laws. **CONTRACTOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this contract.

No Assignment. The services to be provided by the **CONTRACTOR** under this contract are personal and cannot be assigned, delegated, sublet or transferred without the specific written consent of the **CITY**.

Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this contract to create in the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

No Arbitration. The **CONTRACTOR** and the **CITY** shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

Representative's Authority to Contract. By signing this contract, the representative of the contractor or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

IN WITNESS WHEREOF the City of Wichita has caused these presents to be signed by its Purchasing Manager and attested by its clerk with the seal of the City of Wichita impressed hereon, and the **CONTRACTOR** has caused these presents to be duly executed the day and year first herein written.

ATTEST:

THE CITY OF WICHITA

Karen Sublett
City Clerk

Melinda A. Walker
Purchasing Manager

APPROVED AS TO FORM:

P G Playgrounds

Gary E. Rebenstorf
Director of Law

Signature

CITY OF WICHITA, KANSAS

Print Signature Name

Carl G. Brewer, Mayor

Title (*Managing Member*)

EXHIBIT A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City, are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

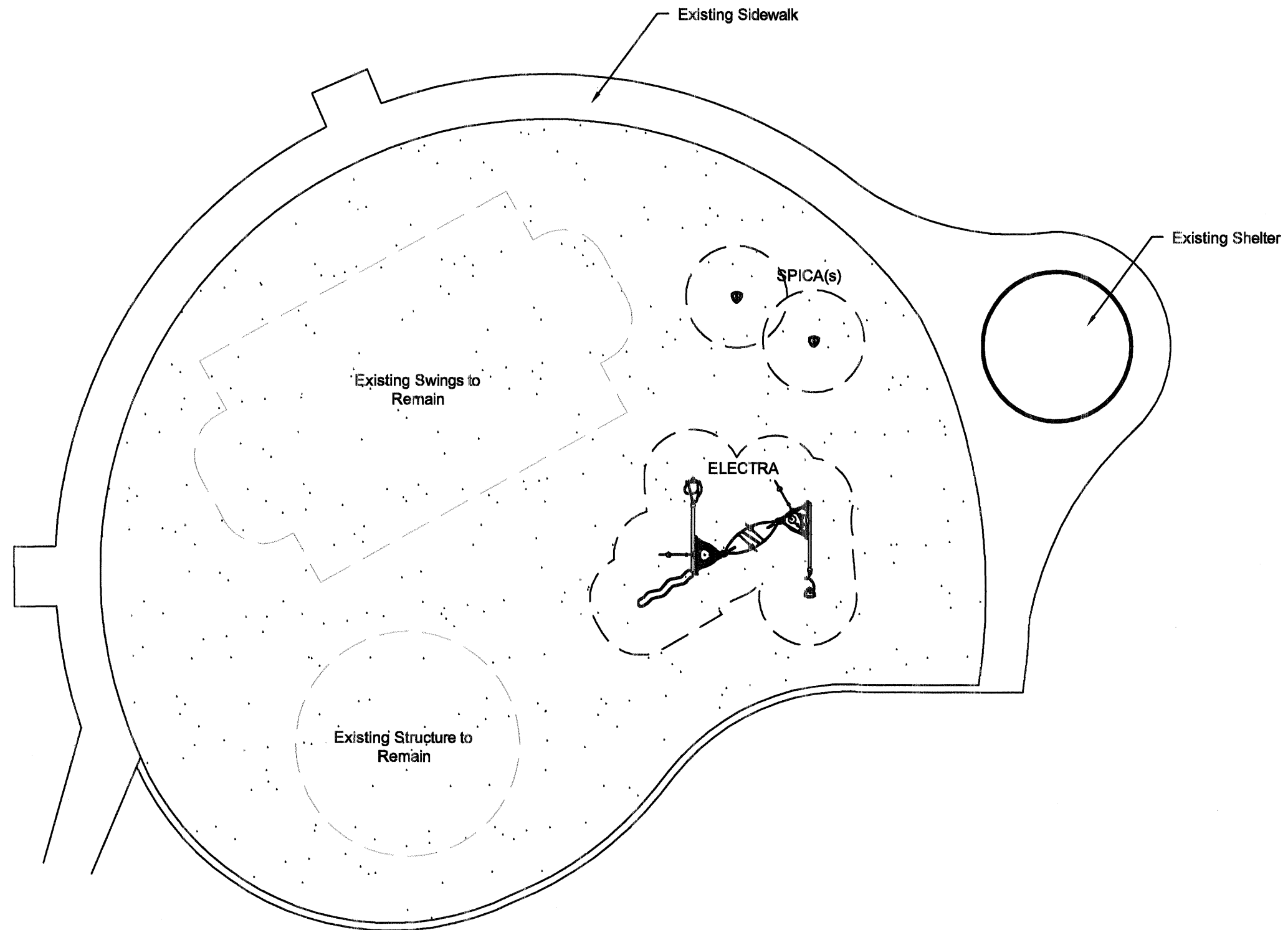
Wildwood Park

City of Wichita - Parks & Recreation

Scale: 1/16" = 1'-0"



Option 1



PG Playgrounds LLC
 5615 E. Huffman Drive
 Kechi, KS 67067
 316/744-0479, 316/744-0554 (fax)



QUOTE

Customer

Name City of Wichita Park and Recreation
 Project - Wildwood Park

Misc

Date 10/20/2008
 Order No.
 Rep JR
 FOB

Qty	Description	Unit Price	TOTAL
1	Kompan Galaxy Electra	\$ 33,475.00	\$ 33,475.00
2	Kompan Spica	\$ 1,635.00	\$ 3,270.00
	Equipment Total		\$ 36,745.00
	Equipment Installation		\$ 5,989.44
SubTotal			\$ 42,734.44
Shipping			\$ 1,260.00
Tax Rate(s)			
TOTAL			\$ 43,994.44

Budget excludes site preparation, unless otherwise stated. Purchaser is responsible for determining location of underground utilities, including but not limited to irrigations systems. If during installation rocks, concrete, etc are encountered additional approved cost may occur. Purchaser will be responsible for off-loading equipment and within 24 hours PG Playgrounds of any delivered equipment if any damages or loss of product caused by transit. This Proposal shall be subject to the executed Purchase Order by the Purchaser or a Purchase Agreement. Freight is an estimate and may change at time of delivery. The average delivery time is 6-8 weeks from executed Purchase Order. This Proposal will expire 30 days after date first written.

QUOTE EXPIRES 30 DAYS FROM DATE ABOVE
 ALL SALES ARE FINAL

Agenda Item No. XII-5a

**City of Wichita
City Council Meeting
November 18, 2008**

TO: Mayor and City Council

SUBJECT: Wildwood Park Improvements (District IV)

INITIATED BY: Department of Park and Recreation

AGENDA: Consent

Recommendation: Approve the contract.

Background: Wildwood Park, located at 2801 West 17th Street South, is 10 acres and was acquired in 2002 through a land trade for property the Unified School District #259 needed to construct Linwood Elementary School in the North part of South Linwood Park. The park contains an open shelter, playground, two horseshoe courts, and a one-half mile paved perimeter pathway.

On September 11, 2007 the City Council authorized initiation of Wildwood Park improvements of \$100,000 within the 2007 Capital Improvement Program (CIP) and approved the bonding resolution which included construction of a new basketball court, park amenities, and playground improvements. On October 7, 2008 the City Council approved awarding Descon Inc. the basketball court construction in the amount of \$50,156.00 under Formal Bid FB800329.

Analysis: On September 9, 2008 the City Council awarded PG Playgrounds a contract for playground improvements at Barrington Park and 55th and Hydraulic Park under a Request for Proposal FP800092 as per proposal and specifications on July 25, 2008. PG Playgrounds has proposed playground improvements for Wildwood Park under the same unit pricing as proposed in FP800092.

Financial Considerations: The 2007 Park and Recreation Department CIP includes \$100,000 for improvements to Wildwood Park. The funding source is general obligation bonds.

Goal Impact: The park improvements and renovations will satisfy citizens with quality of life and help retain citizens in the community. The investment will also help maintain and optimize public facilities and assets.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendations/Actions: It is recommended that the City Council approve the contract and authorize the necessary signatures.

Attachment: Contract with PG Playgrounds

City of Wichita
City Council Meeting
November 25, 2008

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for Design Services for Harry from Greenwich Road to 127th Street East (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: On August 19, 2008, the City entered into an Agreement with Ruggles & Bohm, P.A. for designing improvements to Harry from Greenwich Road to 127th Street East. The fee was \$204,000.

Analysis: Ruggles & Bohm have been asked to design plans and obtain permits as necessary for the construction of 300 feet of channel improvements to the Spring Branch as recommended in the Spring Branch Master Drainage Plan prepared by Professional Engineering Consultants in 2004. The proposed channel improvements will improve conveyance of flood waters and reduce flood elevations. A Supplemental Agreement has been prepared with Ruggles & Bohm for the additional design services.

Financial Considerations: Payment to Ruggles & Bohm will be on a lump sum basis of \$20,500 and will be paid by the Storm Water Utility's operating budget.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving traffic flow through a major traffic corridor.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures.

Attachments: Supplemental Agreement

SUPPLEMENTAL AGREEMENT
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES DATED AUGUST 19, 2008
BETWEEN
THE CITY OF WICHITA, KANSAS
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE
"CITY"
AND
RUGGLES & BOHM, P.A.
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated August 19, 2008) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **HARRY STREET FROM GREENWICH ROAD TO 127TH STREET EAST** (Project #472 84696, OCA #706986).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

Design plans and obtain permits as necessary for the construction of 300' channel improvements to the Spring Branch as recommended in the Spring Branch Master Drainage Plan prepared by Professional Engineering Consultants in 2004.

- **Topographic survey of existing channel.**
- **Preparation of hydrologic models (HEC-RAS) of the existing and improved channels.**
- **Preparation of documentation and applications for DWR and USACE permits.**
- **Preparation of construction plans for the channel improvements.**

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee amount of \$20,500.00.

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2008.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

RUGGLES & BOHM, P.A.

(Name and Title)

ATTEST:

City of Wichita
City Council Meeting
November 25, 2008

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Edge Water Addition (south of 45th Street North, west of Hoover) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the paving improvements in Edge Water Addition on August 7, 2007.

Analysis: The proposed Agreement between the City and Baughman Company, P.A. provides for the design of bond financed improvements consisting of paving in Edge Water Addition. Per Administrative Regulation 1.10, staff recommends that Baughman be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to Baughman will be on a lump sum basis of \$31,200 and will be paid by special assessments.

Goal Impact: This Agreement addresses the Efficient Infrastructure goal by providing the engineering design services needed for the construction of paving improvements in a new subdivision. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

Attachments: Agreement.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BAUGHMAN COMPANY, P.A.

for

EDGE WATER ADDITION

THIS AGREEMENT, made this _____ day of _____, 2008, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and BAUGHMAN COMPANY, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

45TH STREET NORTH from the east line of Ridge Road, east to the east line of Cimarron (south of 45th Street North, west of Hoover) (Project No. 472 84587).

45TH STREET NORTH from the east line of Cimarron, east to the east line of Hoover (south of 45th Street North, west of Hoover) (Project No. 472 84588).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Edge Water Addition and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - \$500,000 each occurrence.

- Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.
- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.

- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 472 84587	<u>\$18,400.00</u>
Project No. 472 84588	<u>\$12,800.00</u>
TOTAL	<u>\$31,200.00</u>

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
 - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
 - 2. Additional design services not covered by the scope of this agreement.
 - 3. Construction staking, material testing, inspection and administration related to the PROJECT.
 - 4. A major change in the scope of services for the PROJECT.
 If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

N. Brent Wooten, President

ATTEST:

SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared per Attachment No. 1.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Storm Water Pollution Prevention. On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a NOI prior to bidding; site-specific erosion control plan; and standard BMP detail sheets per Attachment No. 1.
3. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
4. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
5. Drainage Study. When applicable, conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
6. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 6.5, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be submitted per Attachment No. 1. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
7. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
8. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each in-

volved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

9. All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
10. All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.
11. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
12. The ENGINEER shall complete permanent monumentation of all new R/W, complete and submit all necessary legal documentation for same.
13. Permits. The ENGINEER shall prepare any and all necessary permits for this PROJECT, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT.
14. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
 - a. Plan Development for the paving improvements by **December 15, 2008**. (Project No. 472 84587).
 - b. Plan Development for the paving improvements by **December 15, 2008**. (Project No. 472 84588).

Attachment No. 1 to Exhibit “A” – Scope of Services

Plan Submittal

Water projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

Paper plan submittals for KDOT projects (i.e. Field Check, ULCC, Final Check, etc.) will not change and the cover sheet mylar will be required for all projects for signature purposes. Projects that have water lines incorporated into the project are required to have those pages in a mylar format. The complete project must be submitted in a scalable .pdf format.

In addition, two (2) sets of 11”x17” plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.

Storm Water Pollution Prevention

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City, prior to bidding. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita
Environmental Services
1900 E. 9th St. North
Wichita, KS 67214

THIS INCLUDES **ALL** PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer’s estimate.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City’s current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

City of Wichita
City Council Meeting
November 25, 2008

TO: Mayor and City Council Members

SUBJECT: Change Order: 2008 Street Maintenance Program (District I)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Change Order.

Background: On May 20, 2008, the City Council approved a construction contract with Barkley Construction Company for concrete repairs at various locations including Hillside, north of Central. The condition of the existing pavement is worse than expected at the time the project was bid and requires additional removal and replacement. Also, storm water manhole lids need to be replaced.

Analysis: A Change Order has been prepared for the cost of the additional work.

Financial Considerations: The total cost of the Change Order is \$27,140. The funding source is Street Maintenance Funds. The original contract amount is \$559,800. This Change Order plus a previous Change Order represents 6.19% of the original contract amount.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing ongoing street maintenance.

Legal Considerations: The Law Department has approved the Change Order as to legal form. The Change Order amount is within the 25% of construction contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve the Change Order and authorize the necessary signatures.

Attachments: Change Order.



PUBLIC WORKS-ENGINEERING

October 31, 2008
CHANGE ORDER

To: Barkely Construction Company

Project: 2008 CM Concrete Repairs Phase 1, Arterials

Change Order No.: 2

Project No.: 472-84721

Purchase Order No.: 800575

OCA No.: 132721/133116

CHARGE TO OCA No.: 132721 = \$23,930.00
133116 = \$ 3,210.00

PPN: N/A

Please perform the following extra work at a cost not to exceed \$27,140.00

During the concrete repair, on Hillside North of Central in front of Wesley Hospital, it was discovered following more work was required. Also some Storm Water manhole lids needed to be replaced & adjusted.

Overrun OCA # 132721:

8" Reinf. Concr. Pvmr Repair 500 sy @ \$45.4 = \$22,700.00
Crack Sealing Existing Pvmr (Roadsaver #221 or equal) 820 lf @ \$ 1.5 = \$ 1,230.00

Total = \$23,930.00

Overrun OCA #133116:

Adj. Storm Water MH w/ New Ring & Lid 3 ea @ \$1,070.00 = \$ 3,210.00

Total = \$ 3,210.00

CIP Budget Amount: \$5,200,010.00 (132721)
\$6,635,640.00 (133116)
Consultant: Staff
Total Exp. & Encum. To Date: \$5,123,973.83 (132721)
\$3,816,004.33 (766217)
CO Amount: \$29,380.00
Unneum. Bal After CO: \$ 52,106.17 (132721)
\$2,816,425.67 (766217)

Original Contract Amt.: \$559,800.00
Current CO Amt.: \$27,930.00
Amt. of Previous CO's: \$6,713.00
Total of All CO's: \$36,643.00
% of Orig. Contract / 25% Max.: 6.19%
Adjusted Contract Amt.: \$594,443.00

Recommended By:

Approved:

Larry Schaller, P.E. Date
Construction Engineer

Jim Armour, P.E. Date
City Engineer

Approved:

Approved:

Contractor Date

Chris Carrier, P.E. Date
Director of Public Works

Approved as to Form:

By Order of the City Council:

Gary Rebenstorf Date
Director of Law

Carl Brewer Date
Mayor

Attest: _____

City Clerk

CITY OF WICHITA
City Council Meeting
November 25, 2008

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 320 East 21st Street North for the Intersection Improvement Project at 21st and Broadway (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On September 11, 2007, the City Council approved the roadway intersection improvement of 21st and Broadway. The project will provide left turn lanes at all four approaches to the intersection, existing pavement will be replaced and the traffic signal system will be upgraded. The project requires the acquisition of 6,819 square feet of a 5.46 acre unimproved tract. The take represents a thirty foot wide strip along the south side of the property.

Analysis: The owner rejected the original appraised offer of \$10,000. The owner has agreed to convey the properties to the City for a sum of \$23,866.50 (\$3.50 per square foot). This amount is comparable to the amounts being paid for property on the west side of the project. An eminent domain action had been started on these properties. This settlement will avoid the costs and uncertainties associated with condemnation.

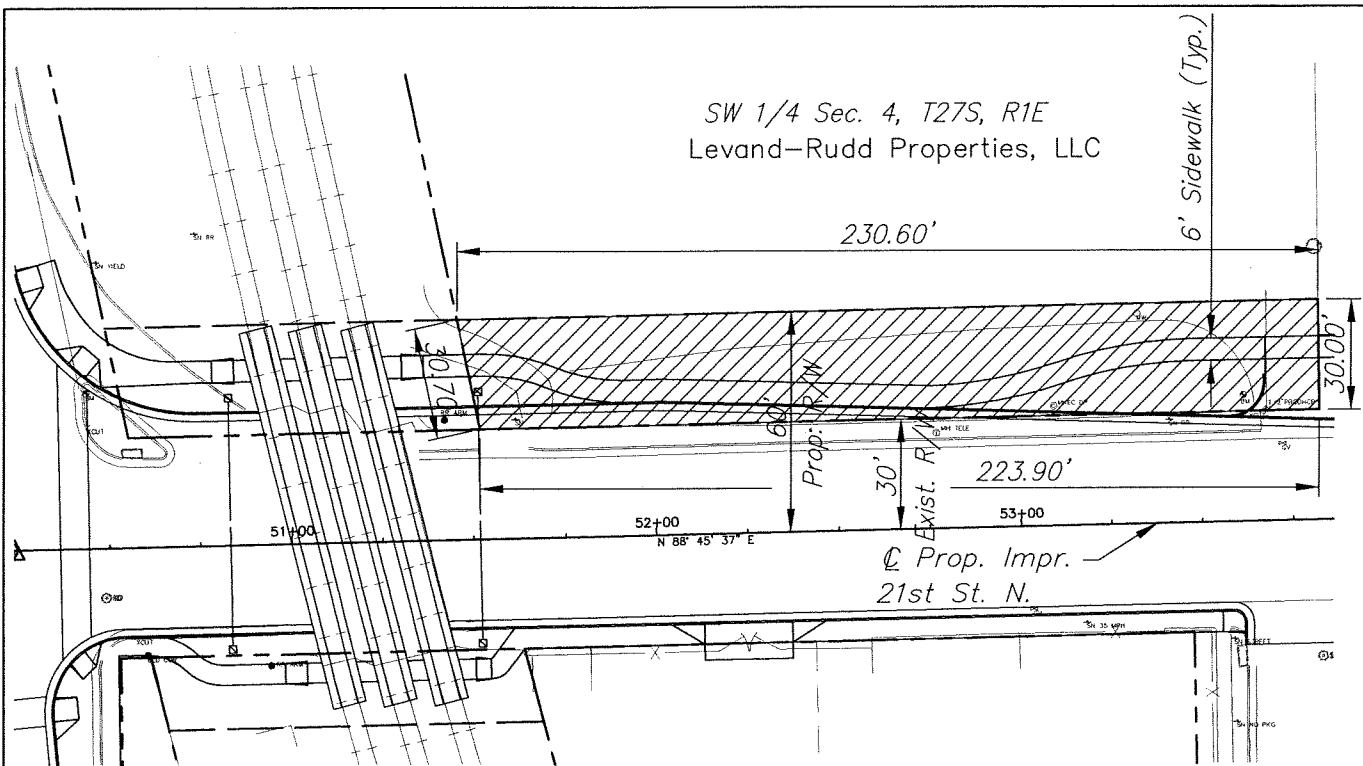
Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$26,866.50 is requested. This includes \$23,866.50 for acquisition and relocation benefits and \$3,000 for closing costs and title insurance.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure by improving the traffic flow through a major transportation corridor.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contract and 3) Authorize the necessary signatures.

Attachments: Tract map and real estate purchase agreement.

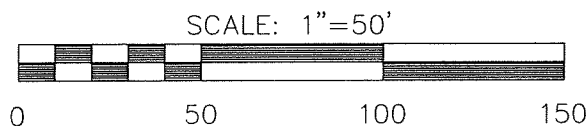


LEGAL DESCRIPTION:

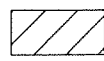
Right of Way:

The north 30 feet of the south 60 feet of the Southwest Quarter of Section 4, Township 27 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, lying East of the east right of way of the BNSF Railway and West of the west line of Best Supply Addition, Wichita, Sedgwick County, Kansas.

Said parcel contains 6,819 square feet, more or less.



LEGEND:

 Right of Way Take
= 6,819 Sq. Ft.

Owner:

Levand-Rudd Properties, LLC
320 E. 21st St. N.
Wichita, KS 67203

Property Identification:

B-144-UP

J:\Civil\06025\dwg\Tractmaps\06025-tract1.dwg 02/16/2007 01:40:50 PM CST



MKEC
ENGINEERING
CONSULTANTS
411 N. WEBB ROAD
WICHITA, KS. 67206
316 - 694 - 9600

**21ST STREET N. & BROADWAY AVENUE
INTERSECTION IMPROVEMENTS**

PROJECT NAME

RIGHT OF WAY TRACT MAP

SHEET TITLE

DESIGN BY: JSB DRAWN BY: JCM CHECKED BY:

MAR. 2007 DATE JOB NO. SHEET/OF 1 / 1

TRACT 5

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2008 by and between, Levand-Rudd Properties, LLC, a Kansas limited liability corporation, hereinafter referred to as "Seller," whether one or more, and City of Wichita, Kansas, a Municipal Corporation, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed for the following described real property, situated in Sedgwick County, Kansas, to wit:

The North 30 feet of the south 60 feet of the Southwest Quarter of Section 4, Township 27 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas lying East of the east right-of-way of the BNSF Railway and West of the west line of the Best Supply Addition, Wichita, Sedgwick County, Kansas

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above described real property the sum of Twenty-three Thousand Eight Hundred Sixty-six Dollars and Fifty Cents (\$23,866.50) in the manner following, to-wit: cash at closing.
3. A complete abstract of title certified to date, or a title insurance commitment to insure to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required.

The Title Evidence shall be sent to City of Wichita, KS, Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

Buyer will order title at its cost.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
5. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before December 31, 2008.
6. The Seller further agrees to convey the above described premises and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.
7. Possession to be given to Buyer on closing date.
8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by seller and 100% by buyer. Buyer will pay 100% closing costs.

9. Buyer and Seller agree that this transaction is occurring under threat of condemnation Therefore the purchase price stated above cannot be considered as fair market value for the acquisition parcel.

10. Site Assessment

A. At any time prior to the closing of this agreement, Buyer shall have the right to conduct or cause to be conducted, at Buyer's expense, an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, Buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to buyer any deposit made hereunder.

B. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. Buyer shall, if Buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:

LEVAND-RUDD PROPERTIES, LLC:

By: Leslie Rudd Investment Company, Manager



Darrell Swank, Chief Financial Officer

BUYER:

By Direction of the City Council

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

CITY OF WICHITA
City Council Meeting
November 25, 2008

TO: Mayor and City Council

SUBJECT: Notice of Intent to Use Debt Financing
Mid-Continent Drive Rehabilitation and Bridge Rehabilitation over Harry Street
and Crossfield Road – Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Consent

Recommendation: Adopt the Resolution.

Background: The Airport Authority relies on the City of Wichita for the issuance of General Obligation bonds and/or notes for capital projects. In order to use debt financing for a project it is necessary to declare that a public necessity exists for, and that the public safety, service and welfare will be advanced by, the authorization of certain capital improvements to the Mid-Continent Airport facility. Additionally, the nature of said improvements, the estimated costs thereof and the manner of payment needs to be disclosed. The actual issuance of the bonds/notes will require a separate authorization from the City Council. Debt financing can be in the form of temporary notes for durations as short as six months for timing considerations or the form of General Obligation bonds for long term financing.

Analysis: On November 25, 2008, the Wichita Airport Authority approved a capital project budget for a 2009 rehabilitation project for Mid-Continent Drive and the Mid-Continent Drive bridges over Harry Street and Crossfield Road. It is appropriate to make notice of the intent to use debt financing for this project with the specific financing amount and length being identified when the actual issuance of the bonds/notes are authorized in the future by City Council.

Financial Considerations: The total budget is \$1,266,000 which represents the maximum cost that will be financed with General Obligation bonds/notes. The source of repayment for the bonds/notes will be Airport revenues.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is leveraged through the use of financing for capital projects.

Legal Considerations: The Law Department has approved the Authorizing Resolution as to form.

Recommendation/Action: It is recommended that the City Council adopt the Resolution and authorize the necessary signatures.

Attachments: Authorizing Resolution.

OCA = 500496; UC1 = 1004

Published in the Wichita Eagle on November 29, 2008

RESOLUTION NO. 08-533

A RESOLUTION DECLARING THAT A PUBLIC NECESSITY EXISTS FOR, AND THAT THE PUBLIC SAFETY, SERVICE AND WELFARE WILL BE ADVANCED BY, THE AUTHORIZATION OF LAND ACQUISITION AND/OR CERTAIN CAPITAL IMPROVEMENTS TO THE WICHITA MID-CONTINENT AIRPORT FACILITY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS; THE ESTIMATED COSTS THEREOF; AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 3-114 provides that an airport authority established pursuant to K.S.A. 3-162 shall have the power to equip, improve and maintain an airport and

WHEREAS, K.S.A. 13-1348a provides that a city having an airport authority established pursuant to K.S.A. 3-162 is authorized to issue general obligation bonds for the purpose of purchasing land for airport purchases or for the construction, enlargement, reconstruction, repair or addition to or of any improvements to any such lands.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That a public necessity exists for, and that the public safety, service and welfare will be advanced by, the authorization of land acquisition and/or certain capital improvements, specifically,

Mid-Continent Drive Rehabilitation and Bridge Rehabilitation over Harry Street and Crossfield Road

to the Wichita Mid-Continent Airport facility operated by the Wichita Airport Authority of the City of Wichita, Kansas (such land acquisition and/or improvement to be referred to herein as the "Project").

SECTION 2. That the cost of the above described Project is estimated to be One Million Two Hundred Sixty-six Thousand Dollars (\$1,266,000), exclusive of the cost of interest on borrowed money, and is to be paid by the Wichita Airport Authority of the City of Wichita. Said Wichita Airport Authority cost shall be financed through the issuance of general obligation bonds under the authority of K.S.A. 13-1348a, as amended by Charter Ordinance No. 78 of the City of Wichita, Kansas. The maximum principal amount of bonds issued for this Project shall not exceed \$1,266,000.

SECTION 3. To the extent the Project is a capital improvement, the above described Project shall be made in accordance with the Plans and Specifications prepared under the direction of the Airport Engineering and Planning Manager and approved by the Wichita Airport Authority. Said plans and specifications are to be placed on file in the office of the Airport Engineering and Planning Manager located at Wichita Mid-Continent Airport.

SECTION 4. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

ADOPTED at Wichita, Kansas, November 25, 2008.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

City of Wichita
City Council Meeting
November 25, 2008

TO: Mayor and City Council

SUBJECT: Automated Meter Reading Program

INITIATED BY: Water Utilities

AGENDA: Consent

Recommendation: Approve the capital expenditure for automated meter reading (AMR) units.

Background: On June 18, 2004, City Council approved the first phase of the automated meter reading units. Since that time, 55,000 units have been replaced with AMR units and 6,000 AMR units have been installed through new construction projects.

The program has achieved exceptional results. The installations have been completed without incident and the new mobile reading hardware and software have resulted in these units being able to be read on a monthly basis with one hundred percent accuracy. Depending on the route, more than 1,000 AMR units can be read per hour as opposed to walking the routes and reading only 75 meters per hour. Changing out old meters also increases revenues by preserving meter accuracy.

Analysis: The result of the installations thus far has been the reduction of staff time devoted to meter reading and the ability of the reading staff to stay on schedule. These benefits will multiply with the completion of the project. Accelerating the completion of the program allows for more AMR units on existing routes to be replaced and ensures that older units can be changed out due to the expiration of their useful life. Further benefits of an AMR program include, but are not limited to:

- Increased employee and customer safety
- Improved customer service satisfaction due to more accurate and timely billing
- Reduced theft and revenue loss due to meter tampering
- Improved meter accuracy

Financial Considerations: Automated Meter Reading, CIP W-552, has a budget of \$1.7 million for 2009. Funds for the project will be provided by Water Utility revenues and reserves, and/or a future revenue bond issue.

Goal Impact: This project addresses efficient infrastructure by helping to keep maintained and optimized public systems.

Legal Considerations: The Resolution has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the project expenditures for 2009, adopt the Resolution, and authorize the necessary signatures.

Attachment: Resolution

RESOLUTION NO. 08-534

A RESOLUTION AMENDING RESOLUTION NO. 08-196 PERTAINING TO THE INSTALLATION OF AUTOMATED WATER METERS (W-552) IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That Section 1 of Resolution No. 08-196 is hereby amended to read as follows:

“SECTION 1. It is hereby found and determined to be necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, installation of automated water meters (W-552) (called the “Project”). The total costs of the Project are estimated to be \$1,700,000 exclusive of the cost of interest on borrowed money. Available and unencumbered funds of the Utility will be used to pay a portion of the costs of the Project.”

SECTION 2. That Section 3 of Resolution No. 08-196 is hereby amended to read as follows:

“SECTION 3. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City, in a total principal amount which shall not exceed one million seven hundred thousand dollars (\$1,700,000) in 2009 exclusive of the cost of interest on borrowed money, under the authority of the Act, to pay certain costs of the Project, and the expenses of issuing such revenue bonds. Such revenue bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.”

SECTION 3. That the original of Sections 1 and 3 of Resolution 08-196 is hereby rescinded.

Adopted at Wichita, Kansas, November 25, 2008.

(Seal)

CARL BREWER, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

By _____
GARY E. REBENSTORF, Director of Law

Published in the Wichita Eagle on November 29, 2008

NOTICE OF INTENTION TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, AND TO ISSUE REVENUE BONDS, IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED \$1.7 MILLION, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF.

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You and each of you are hereby notified that the Governing Body of the City of Wichita, Kansas, by Resolution No. 08-534, duly adopted November 15, 2008, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility which is owned and operated by the City, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, the installation of automated water meters (W-552) (called the "Project"). The total costs of the Project are estimated to be one million seven hundred thousand dollars (\$1,700,000). The making of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

You are hereby further notified that in order to provide financing for certain costs of the Project, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds in a total principal amount which shall not exceed \$1.7 million, under the authority of K.S.A. 10-1201 et seq., as amended and supplemented. Such revenue bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Water and Sewer Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the City which will be available for that purpose.

This Notice of Intent shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the revenue bonds is filed within said fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the issuance of the revenue bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on November 25, 2008.

/s/ CARL BREWER, Mayor

ATTEST:

/s/ Karen Sublett, City Clerk

City of Wichita
City Council Meeting
November 25, 2008

TO: Mayor and City Council
SUBJECT: Park Lighting (District VI)
INITIATED BY: Department of Park and Recreation
AGENDA: Consent

Recommendation: Approve the Amended Bonding Resolution.

Background: On December 19, 2006 the City Council approved the Capital Improvement Program (CIP) Park Lighting project for various parks. Lighting projects have been completed at Country Acres Park, Orchard Park, Park Villa in North Riverside Park, and Linwood Park during 2007 and 2008.

Analysis: The amended bonding resolution is required for funding the emergency repairs and replacement of three light poles at the Ralph Wulz Riverside Tennis Center in South Riverside Park.

Public Works Building Services staff inspected all light poles at this facility and determined that three need to be replaced at a cost of approximately \$21,000.

Financial Considerations: The 2007 Park CIP includes \$160,000 in funding for Park Lighting and there remains a balance of approximately \$49,000. The funding source is general obligation bonds.

Goal Impact: Replacement lighting for parks will help to improve community safety and will satisfy citizens with improved quality of life through extended hours of use of parks.

Legal Considerations: The Law Department has approved the amended bonding resolution as to form.

Recommendation/Action: It is recommended that the City Council approve the amended bonding resolution and authorize all necessary signatures.

Attachment:

1. Amended Bonding Resolution-08-399 for 2007 Park Lighting in Linwood Park
2. Bonding Resolution for 2007 Park Lighting at Ralph Wulz Riverside Tennis Center

First Published in the Wichita Eagle on November 29, 2008

RESOLUTION NO. 08-535

A RESOLUTION AMENDING RESOLUTION NO. 08-399, AND AUTHORIZING THE
ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE FOR THE LIGHTING
IMPROVEMENTS IN LINWOOD PARKPARK

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS;

SECTION 1: That the description of public improvements identified in Section 1 of Resolution No. 08-399, adopted August 5, 2008 is hereby amended to read as follows:

Labor, Material, and Equipment for the placement of outdoor lights and replacement of
damaged or obsolete light fixtures in Linwood ParkPark. (785108/397-215)

SECTION 2: That Section 2 of Resolution No. 08-399 is hereby amended to provide that the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost is estimated not to exceed \$40,000, exclusive of the cost of interest on borrowed money.

SECTION 3: That the advisability of said improvements is established as authorized by K.S.A. 13-1024c and City of Wichita Charter Ordinance No. 156.

SECTION 4: That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this 25th day of November, 2008.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

First Published in the Wichita Eagle on November 29, 2008

RESOLUTION NO. 08-536

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE FOR LIGHTING IMPROVEMENT AT THE RALPH WULZ TENNIS CENTER.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS;

SECTION 1: That the City of Wichita finds it necessary to make certain related improvements as follows:

Labor, Material, and Equipment for the replacement of damaged or obsolete light fixtures at the Ralph Wulz Tennis Center.

SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost is estimated not to exceed \$21,000, exclusive of the costs of interest on borrowed money.

SECTION 3: That the advisability of said improvements is established as authorized by City of Wichita Charter Ordinance No. 156.

SECTION 4: That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this 25th day of November, 2008.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

ATHCO, L.L.C.
13500 W. 108TH St.
Lenexa, KS 66215
913-469-5600 or 1-800-255-1102
FAX (913) 469-8134
Email: athco@athcollc.com

TO: CITY OF WICHITA
PURCHASING MANAGER
12TH FLOOR, CITY HALL
455 N. MAIN
WICHITA, KS 67202

DATE: NOVEMBER 10, 2008

RE: RFP 800062 ALICE WALL MEMORIAL PARK

We are pleased to forward the following quotation. Our terms are net 30 days and all prices are subject to acceptance within 30 days.

State Sales tax ___ Included **X Not Included**

We propose to furnish and deliver FOB destination (freight included).

LANDSCAPE STRUCTURES PLAY EQUIPMENT AND INSTALLATION PER DRAWING
11330457-1-2

PROPOSAL ALSO INCLUDES: A 30 FT. LONG X 5 FT. WIDE SIDEWALK COMING INTO
THE PLAYGROUND AREA / 273 LINEAR FT. OF 5 FT. WIDE SIDEWALK AROUND THE
PLAYGROUND PERIMETER / DRAINAGE SYSTEM / SAND FOR SAFETY SURFACE /
EXCAVATION / SEEDING AND RESTORATION

- PLEASE SEE THE ATTACHED PRICE SHEET FOR LINE ITEM INVESTMENTS

ALL THE ABOVE FOR THE SUM OF	\$ 70,185
FOR INSTALLATION OF ABOVE ADD	\$ INCLUDED

REMARKS:

- PRICES QUOTED ARE 2008 PRICES & ARE GOOD UNTIL 11/26/08. ORDERS MUST BE IN THE SYSTEM AT LSI BY DEC. 1ST & WE WILL BE CLOSED FOR THANKSGIVING ON 11/27 & 11/28.
- PROPOSAL INCLUDES A 30 FT. SIDEWALK COMING INTO THE AREA THAT IS NOT SHOWN ON THE 2D OR 3D.

This proposal accepted by:

Name & Title

Proposed by:

JOSH BAILEY

Alice Wall Memorial Park

Interior Drainage System	\$610
Perimeter Drainage System.....	\$735
Excavation.....	\$1,340
Sidewalk ToThe Area (30 ft. long x 5 ft. wide).....	\$785
Sidewalk Border Around The Playground (274 ft. long x 5 ft. wide).....	\$7,190
Landscape Structures Play Equipment / Install....	\$51,415
218 Tons Of Sand & Installation.....	\$6,690
Restoration.....	\$735
Bond.....	<u>\$685</u>
GRAND TOTAL	\$70,185

- *PRICES ARE GOOD UNTIL 11/26/08*



SIDEWALK LINEAR FEET:
275'-7 1/2"

**ALICE WALL
MEMORIAL PARK
WICHITA, KS**

ATHCO, LLC
JOSH BAILEY

SYSTEM TYPE:
EVOS

DRAWING #: 30457-1-2

Sh
landscape
structures



The play components identified on this plan are PCMA certified (unless otherwise noted).
The size and layout of these components conform to the requirements of ASTM F1457.

THIS PULP AREA & EQUIPMENT IS
DESIGNED FOR AGES 5-12 YEARS.
UNLESS OTHERWISE NOTED ON PULP.

THIS CONCEPTUAL PLAN WAS BASED ON RESEARCH CONDUCTED IN U.S. COURTS AND IN THE UNITED KINGDOM. THE RESEARCHERS CONSIDERING THE DIMENSIONS, PROPORTION, ROLLING, AND SLIDING OF THE BALLS, AND DETERMINING WHETHER SUCH CONDITIONS, AND DRAWING SOLUTIONS SHOULD BE CHANGED, EVALUATED, & UTILIZED IN THE FINAL DESIGN. EVERY ALL DIMENSIONS OF PLAY AREA, SLID, ORIENTATION, AND LOCATION OF ALL DESIGN ELEMENTS, EXCEPTING AND SET PLACEMENTS, SHOULD BE CHANGED, AND THESE SHOULD NOT BE CHANGED TO FIT THE NEXT APPROXIMATE SIZE.

DESIGNED BY:

5

COPYRIGHT: 11/4/08
UNIVERSITY STRUCTURES, INC.
AND THE UNIVERSITY OF TEXAS AT AUSTIN

800-368-3688
Fax 1-800-368-3688 Fax 1-703-673-6736

--

File	Previous Drawing /	Notes
------	--------------------	-------

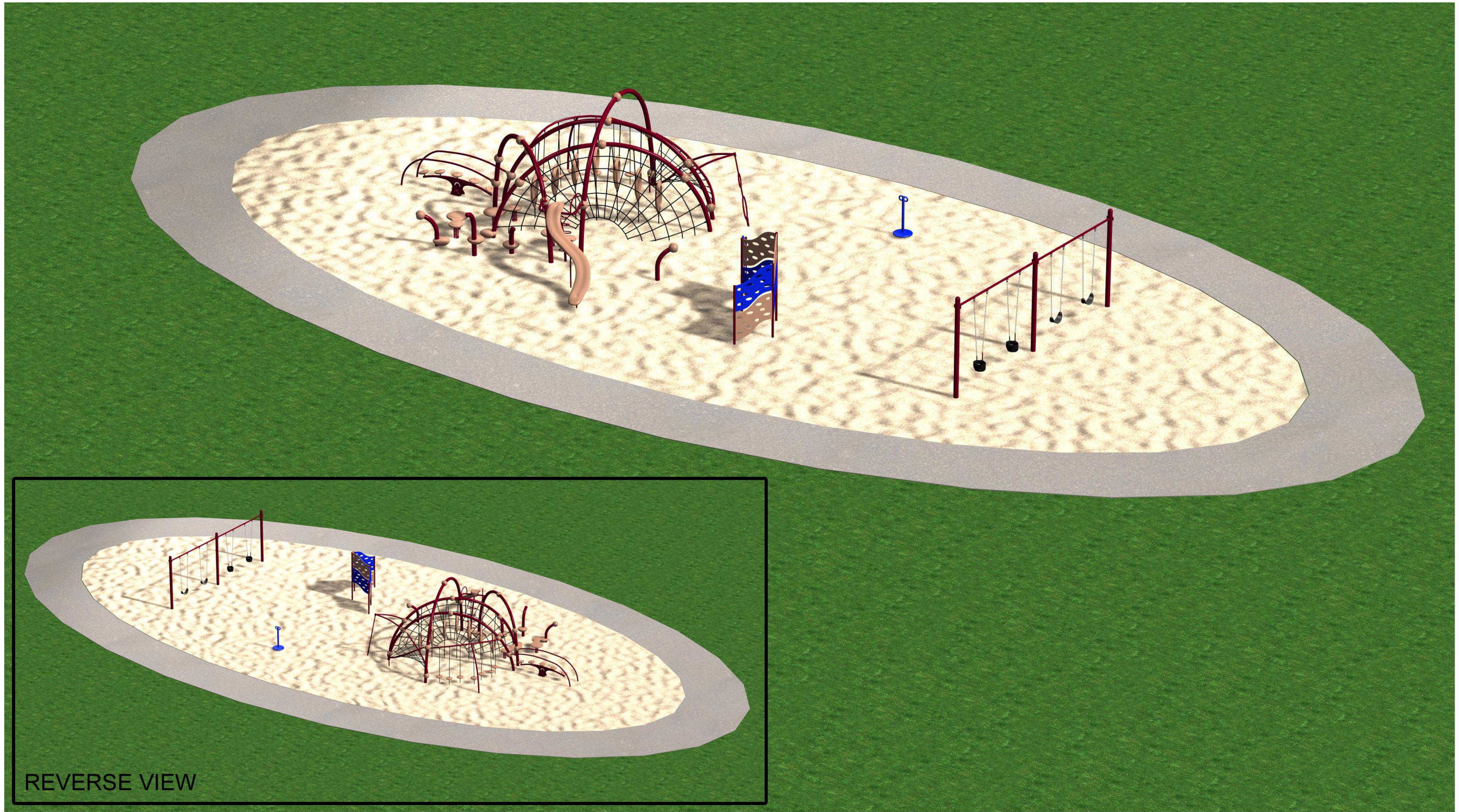
1000

11








1

1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 26

1000



REVERSE VIEW

ALICE WALL MEMORIAL PARK					   	
WICHITA, KS	11330457-1-2	11/7/2008				

C O N T R A C T

THIS AGREEMENT made and entered into this 25th day of November, 2008, by and between the **CITY OF WICHITA**, a municipal corporation, hereinafter known as “**CITY**”, and **ATHCO, L.L.C.** (Performance Vendor Code Number – 805265-001) whose principal office is at 13500 W. 108th, Lenexa, Kansas, 66215, telephone number (913) 469-5600, hereinafter known as the “**CONTRACTOR**”.

WITNESSETH, That for and in consideration of covenants hereinafter set out the **CONTRACTOR** contracts, promises and agrees to and with the **CITY** that **Athco, L.L.C.** will furnish all the material and labor necessary to perform the mechanical, electrical, plumbing, and add alternates and/or options as required by the specifications and work orders for the City of Wichita, for **Design, Furnish & Install Playground Equipment and Improvements at 55th Street South & Hydraulic, Barrington Park and Grove Park**, Formal Proposal – FP800062 for the Park & Recreation Department, Recreation Division in the City of Wichita, Sedgwick County, Kansas. The bid package, plans, specifications and addenda provided by the City of Wichita as part of the bid letting process for Formal Proposal – FP800062, dated July 25, 2008, **and the CONTRACTOR’s Alice Wall Memorial Park proposal, attached, dated November 10, 2008**, as approved, shall be considered a part of this contract and are incorporated by reference herein, as approved by the City Council on September 9, 2008, which plans, specifications, addenda and bids are on file in the office of the City Purchasing Manager of said **CITY**, and are hereby incorporated and made a part of this contract to the same extend as if fully set out herein.

CONTRACTOR further agrees that the work under this contract shall be completed to the full satisfaction of the City Purchasing Manager of the City of Wichita on or before **March 31, 2009**, for completion. Said work shall be done under the direct supervision of said Purchasing Manager, or such other person as the City Council may direct, and that said Purchasing Manager's decision as to the material used in said improvement and the method in which the work is to be done shall be final and conclusive upon the parties hereto. Working days shall be as defined in the Standard Specifications of the City of Wichita.

CONTRACTOR further agrees that at all times during the prosecution of said

improvement **Athco, L.L.C.** will maintain the proper safeguards, barricades and lights on the work and every portion thereof to insure the highest degree of safety to the public, and that **Athco, L.L.C.** will hold the City of Wichita harmless in all suits for damages brought against either of the parties to this contract on account of the negligent acts, omissions or default of said **CONTRACTOR**, their agents or servants in the prosecution of the work on said improvement.

CONTRACTOR further agrees to maintain said improvement for a period of one (1) year from date of the completion and acceptance of same by the City of Wichita; this maintenance to be done and performed by said **CONTRACTOR** without any expense to the **CITY** whatsoever. **CONTRACTOR** to furnish to the **CITY** any manufacturer's warranty on materials as applicable.

CONTRACTOR shall furnish the **CITY** a good and sufficient bond guaranteeing the completion of said improvement and every part thereof according to the specifications and the bid of said **CONTRACTOR** and the terms of this contract; conditioned further, for the maintenance of said improvements as herein before provided.

CONTRACTOR shall furnish a bond to the State of Kansas in the total amount of this contract; conditioned upon the payment of all material and labor bills incurred in the making of said improvement.

Indemnification and Insurance.

a. **CONTRACTOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **CONTRACTOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **CONTRACTOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Comprehensive General Liability covering premises—operations, xcu (explosion, collapse and underground) hazards when applicable, Product/Completed operations, Broad Form Property Damage, and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$500,000 each occurrence
	\$500,000 each aggregate

Property Damage Liability	\$500,000 each occurrence
	\$500,000 each aggregate

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each occurrence
	\$500,000 each aggregate

2. Automobile Liability - Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	\$500,000 each accident
Property Damage Liability	\$500,000 each accident

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each accident
---	-------------------------

3. Workers' Compensation/Employers Liability for minimum limits of:

Employers Liability	\$100,000 each accident
---------------------	-------------------------

CITY shall pay **CONTRACTOR** the following amount for the contract work:

Furnish all labor, material, and equipment for the Design, Furnish, and Install Playground Equipment, Surfacing and Improvements at Alice Wall Memorial Park as per specifications of Request for Proposal – FP800062 and attached proposal.

Alice Wall Memorial Park **\$70,185.00**

TOTAL MAXIMUM CONTRACT AMOUNT: **\$70,185.00**

The **CONTRACTOR** shall be entitled to payment of 90 percent of its progress estimates every thirty (30) days during the prosecution of said improvement; 10 percent of the total amount being at all times retained until final completion, at which time **CONTRACTOR** shall be entitled to final payment.

If the **CONTRACTOR** fails to complete all requirements identified within these specifications by **March 31, 2009**, it is understood and the **CONTRACTOR** hereby **agrees that the amount of one hundred dollars (\$100.00) per calendar day per park to a maximum of the contract price may be deducted from the moneys due the CONTRACTOR** for each intervening calendar day any work remains incomplete, not as a penalty but as liquidated damages. **CONTRACTOR** will not be liable if performance failure arises out of causes beyond their control and without fault or negligence of the **CONTRACTOR** (e.g., acts of God, war, fires, floods, freight embargoes). Should a performance failure occur, it will be the responsibility of the **CONTRACTOR** to notify the Purchasing Manager in writing and submit proof of the circumstance responsible for non-performance, the **CONTRACTOR** must re-negotiate delivery schedules.

The **CONTRACTOR**, in performing the work required under this contract, agrees to comply with the provisions of the "Revised Non-Discrimination and Equal Employment Opportunity Statement For Contracts or Agreement" of the City of Wichita, which is incorporated herein by reference and attached as "Exhibit A".

For good cause, and as consideration for executing this contract, the **CONTRACTOR**, acting herein by and through its authorized agent, hereby conveys, sells, assigns, and transfers to the City of Wichita all right, title, and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the City of Wichita pursuant to this contract.

Independent Contractor. The relationship of the **CONTRACTOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **CONTRACTOR** shall be considered an employee of the **CITY**.

Compliance with Laws. **CONTRACTOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this contract.

No Assignment. The services to be provided by the **CONTRACTOR** under this contract are personal and cannot be assigned, delegated, sublet or transferred without the specific written consent of the **CITY**.

Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this contract to create in the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

No Arbitration. The **CONTRACTOR** and the **CITY** shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

Representative's Authority to Contract. By signing this contract, the representative of the contractor or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

IN WITNESS WHEREOF the City of Wichita has caused these presents to be signed by its Purchasing Manager and attested by its clerk with the seal of the City of Wichita impressed hereon, and the **CONTRACTOR** has caused these presents to be duly executed the day and year first herein written.

ATTEST:

THE CITY OF WICHITA

Karen Sublett
City Clerk

Melinda A. Walker
Purchasing Manager

APPROVED AS TO FORM:

ATHCO, L.L.C.

Gary E. Rebenstorf
Director of Law

Signature

CITY OF WICHITA, KANSAS

Print Signature Name

Carl G. Brewer, Mayor

Title (*Managing Member*)

EXHIBIT A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

Agenda Item No. XII-13

**City of Wichita
City Council Meeting
November 25, 2008**

TO: Mayor and City Council

SUBJECT: Alice Wall Memorial Park Improvement. (District IV)

INITIATED BY: Department of Park and Recreation

AGENDA: Consent

Recommendation: Approve the contract.

Background: Alice Wall Memorial Park, located at 4506 S. Doris, is 12.5 acres and was acquired through donation by Bill Gray on March 4, 2003. The park was named by action of the City Council on August 8, 2006. The park is undeveloped and has no improvements.

On October 21, 2008 the City Council took action to reallocate \$75,000 of the \$450,000 in Capital Improvement Program (CIP) funds approved on September 11, 2007 for West Douglas Park to Alice Wall Memorial Park for the construction of a playground. The Bonding Resolution for Alice Wall Memorial Park Playground was approved on October 21, 2008.

Analysis: On September 9, 2008 the City Council awarded Athco L.L.C. a contract for playground improvements at Grove Park under a Request for Proposal FP800092 as per proposal and specifications on July 25, 2008. Athco L.L.C. has proposed playground improvements for Alice Wall Memorial Park in the amount of \$70,185 under the same unit pricing as proposed in FP800092.

Financial Considerations: By City Council action on October 21, 2008 the Park and Recreation Department CIP includes \$75,000 for improvements to Alice Wall Memorial Park. The funding source is general obligation bonds.

Goal Impact: The park improvements and renovations will satisfy citizens with quality of life and help retain citizens in the community.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendations/Actions: It is recommended that the City Council approve the contract and authorize the necessary signatures.

Attachment: Contract with Athco L.L.C.

Second Reading Ordinances for November 25, 2008 (first read on November 18, 2008)

ORDINANCE NO. 48-114

An Ordinance authorizing the City of Wichita, Kansas, to issue its taxable industrial revenue bonds, series ix, 2008 (The Coleman Company, Inc.), in the aggregate principal amount of not to exceed \$6,500,000 for the purpose of providing funds to acquire, construct and equip improvements to existing facilities located in the City of Maize, Kansas, and the City of Wichita, Kansas; prescribing the form and authorizing execution of a fourteenth supplemental trust indenture by and between the city and the Bank of New York Mellon Trust Company, N.A., as trustee, with respect to the bonds; prescribing the form and authorizing execution of a fourteenth supplemental lease agreement by and between the City and the Coleman Company, Inc.; approving the form of a guaranty agreement; authorizing the execution of a bond purchase agreement by and between the City and the Coleman Company, Inc., as purchaser of the bonds; and authorizing execution of a bill of sale.

ORDINANCE NO. 48-115

An Ordinance changing the zoning classifications or districts of certain lands located in the City of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.

ORDINANCE NO. 48-116

An Ordinance changing the zoning classifications or districts of certain lands located in the City of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by section 28.04.010, as amended.

ORDINANCE NO.48-117

An Ordinance including and incorporating certain blocks, parcels, pieces and tracts of land within the limits and boundaries of the city of Wichita, Kansas. (A08-13)

ORDINANCE NO. 48-118

SPIRIT

ORDINANCE NO. 48-119

SALARY

Second Reading Ordinances for November 25, 2008 (first read on November 18, 2008)

Public Hearing and Issuance of Industrial Revenue Bonds, the Coleman Company. (District I)

ORDINANCE NO. 48-114

An Ordinance authorizing the City of Wichita, Kansas, to issue its taxable industrial revenue bonds, series ix, 2008 (The Coleman Company, Inc.), in the aggregate principal amount of not to exceed \$6,500,000 for the purpose of providing funds to acquire, construct and equip improvements to existing facilities located in the City of Maize, Kansas, and the City of Wichita, Kansas; prescribing the form and authorizing execution of a fourteenth supplemental trust indenture by and between the city and the Bank of New York Mellon Trust Company, N.A., as trustee, with respect to the bonds; prescribing the form and authorizing execution of a fourteenth supplemental lease agreement by and between the City and the Coleman Company, Inc.; approving the form of a guaranty agreement; authorizing the execution of a bond purchase agreement by and between the City and the Coleman Company, Inc., as purchaser of the bonds; and authorizing execution of a bill of sale.

ZON2008-00049 – City zone change from SF-5 Single-family Residential (“SF-5”) to LC General Commercial (“LC”) subject to a Protective Overlay; generally located north and east of South Meridian Avenue and I-235. (District IV)

ORDINANCE NO. 48-115

An Ordinance changing the zoning classifications or districts of certain lands located in the City of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.

CUP2008-00033 and ZON2008-00050 – Creation of DP-314 Turkey Creek Commercial Community Unit Plan and zone change from SF-5 Single-family Residential (“SF-5”) to LC Limited Commercial (“LC”); generally located northeast corner of Pawnee Avenue and 135th Street West. (District IV)

ORDINANCE NO. 48-116

An Ordinance changing the zoning classifications or districts of certain lands located in the City of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by section 28.04.010, as amended.

A08-13R Request by Kurt Bachman and Brad Bachman, of CBB Northlakes, LLC, to annex land generally located south of 53rd Street North and west of Meridian Avenue. (District VI)

ORDINANCE NO.48-117

An Ordinance including and incorporating certain blocks, parcels, pieces and tracts of land within the limits and boundaries of the city of Wichita, Kansas. (A08-13)

Public Hearing and Issuance of Taxable Industrial Revenue Bonds, Spirit AeroSystems, Inc. (District III)

ORDINANCE NO. 48-118

An ordinance approving and authorizing the execution of a lease agreement between Spirit Aerosystems, Inc. and the City of Wichita, Kansas; approving and authorizing the execution of an indenture of trust between said city and the Bank of New York Mellon Trust Company, N.A.; pledging certain payments under said lease agreement and moneys and securities held by the trustee under the terms of said indenture of trust; authorizing and directing the issuance of industrial revenue bonds series x, 2008 (Spirit Aerosystems, Inc. Project) of said city in the principal amount of \$30,000,000 for the purpose of providing funds for the acquisition, construction, reconstruction and improvement of certain industrial and manufacturing facilities of Spirit Aerosystems, Inc., a Delaware Corporation, in Sedgwick County, Kansas; designating the trustee and the paying agent for said bonds; authorizing the sale of said bonds and the execution of a bond purchase agreement therefore; approving and authorizing the execution of an administrative service fee agreement; and authorizing the execution and delivery of certain related instruments.

Year-end Salary and Classification Ordinances.

ORDINANCE NO. 48-119

An ordinance establishing position classifications for non-exempt employees of the city of Wichita and prescribing pay rates by reference to position classifications in the schedule of pay ranges repealing Ordinance No. 47-759.

ORDINANCE NO. 48-120

An ordinance providing for a uniform schedule of standard pay ranges for non-exempt employees of the City of Wichita, repealing Ordinance No. 47-758.

ORDINANCE NO. 48-121

An ordinance establishing position classifications for exempt employees of the City of Wichita and prescribing pay rates by reference to position classifications in the schedule of pay ranges repealing Ordinance No. 47-988.

ORDINANCE NO. 48-122

An ordinance providing for a uniform schedule of standard pay ranges for exempt employees of the City of Wichita, repealing Ordinance no. 47-702.